



Voluntary Contributor

**Agreement**

2022 Schedule of Contributions

**Voluntary Contributor Agreement**

## Starting from the 2022 Schedule

**WHEREAS** under the *Environment Quality Act* (CQLR c Q-2) (“**Act**”) and the *Regulation respecting compensation for municipal services provided to recover and reclaim residual materials* (CQLR c Q-2, r 10) (“**Regulation**”), companies that are subject to the Regulation are required to make a financial contribution based on the types of materials and quantities they generate, based on a schedule of contributions that is published by ministerial order in the *Gazette officielle du Québec* following a process of special consultation with the companies concerned (“**Schedule**”), for the purpose of compensating municipalities and municipal bodies for the costs incurred in connection with the collection, transportation, sorting and processing of containers, packaging, printed matter and newspapers that are present in the Québec market (“**Compensation Regime**”);

**WHEREAS** Éco Entreprises Québec (“**EEQ**”) is a private non-profit organization certified by RECYC-QUÉBEC for the purpose of representing companies that place containers, packaging and printed matter (“**CP&PM**”) on the Québec market with respect to their responsibility to compensate the costs of the curbside recycling system of certain residual materials, through the Compensation Regime, and that, as part of its mandate, EEQ establishes the Schedule concerning CP&PM, collects the contributions due from the companies subject thereto for these materials, and pays such contributions to RECYC-QUÉBEC, which redistributes it to the municipalities;

**WHEREAS** the companies that are subject to the Compensation Regime must register with EEQ and submit to it, each year, a report on the CP&PM they generate on the Quebec market according to the types of materials and their quantities (the “**Report**”) and pay the corresponding contribution;

**WHEREAS** under the Regulation, a company is subject to the payment of a contribution for any material included in containers and packaging used in the commercialization or marketing in Québec of a product or service under a brand, name or distinguishing guise owned by the company, as well as containers and packaging identified by such a brand, name or distinguishing guise, or for any material included in the printed matter class that is identified by such a brand, name or distinguishing guise.

**WHEREAS** the Regulation provides that companies that do not have a domicile or establishment in Quebec are not subject to the Compensation Regime, in which case the payment of contributions may be required from the first supplier in Quebec, other than the manufacturer, of the products or CP&PM concerned, whether or not that supplier is the importer;

**WHEREAS** EEQ may nevertheless allow a non-subject company to voluntarily assume the financial responsibility for the CP&PM it places on the Québec market in connection with a brand, name or distinguishing guise of which it is the owner or the main distributor in Québec, by becoming a voluntary contributor for the purposes of the Compensation Regime, in accordance with section 2.3 of the Schedule;

**WHEREAS** the company described in **Appendix 1** hereto wishes to become a voluntary contributor and assume the associated obligations, and that EEQ accepts this person as a voluntary contributor;

**NOW THEREFORE**, the parties agree as follows:

1. The preamble forms an integral part of this Voluntary Contributor Agreement (hereinafter, the “**Agreement**”).
2. The undersigned (the “**Contributor**”) hereby agrees to become a voluntary contributor registered with EEQ under the Compensation Regime. Consequently, the Contributor shall be deemed to be a targeted person under the Regulation and the Schedule and undertakes to comply with all the obligations of a targeted person under the Act, the Regulation and the Schedule with respect to the “Containers and Packaging” and “Printed Matter” classes for each Reporting Period (as defined in paragraph 9 hereof) for the duration of this Agreement, without, however, being able to benefit from the payment exemptions provided for in section 2.2.2 of the Schedule.
3. For the sake of clarity, the Contributor voluntarily assumes the said obligations for **all** materials used for CP&PM placed on the Québec market under a “brand”, “name” or “distinguishing guise” of which it is the owner or the main distributor in Quebec. Thus, it fulfills, in place of each first supplier concerned, the obligations that would otherwise be incumbent on such first supplier under the Schedule with respect to the products or CP&PM in question. However, nothing in this Agreement has the effect of exempting the first supplier from its obligations under the Schedule. The Contributor and the first supplier are solidarily liable for their obligations under the Schedule. In addition, the Contributor undertakes, in regard to the first supplier, to fulfill any obligation flowing from the Agreement.
4. Without limiting the generality of the foregoing, the Contributor agrees to submit a Report annually as provided for in the Regulation and the Schedule in force, and to provide, in the prescribed form and time limits, the required information, including details on weight, for all materials included in the “Containers and Packaging” and “Printed Matter” classes, and associated with the brands, names and distinguishing guises listed in **Appendix 1** hereto, that are sold or distributed in Québec during each Reporting Period, the whole in accordance with the requirements of the Regulation and the Schedule.
5. The Contributor represents that:
	1. **Appendix 2** hereto contains an exhaustive list of brands, names or distinguishing guises of which the Contributor is the owner, or of which it is the principal distributor in Québec. These are used in Québec in connection with the commercialization or marketing of a product or service or with the identification of any material referred to in the Regulation in the “Containers and Packaging” and “Printed matter” classes.
	2. **Appendix 3** hereto contains an exhaustive list of the first suppliers in Québec, within the meaning of the Regulation, for the products, services and materials concerned; and
	3. The information in **Appendices 1 to 3** hereto is accurate as of the date of signature of the Agreement.
6. The Contributor undertakes to communicate to EEQ an updated version of any schedule hereto in order to reflect any change concerning the information contained therein, if applicable, within thirty (30) days of the occurrence of any such change.
7. EEQ will, annually, publish on its website a list of voluntary contributors and the date on which they became subject to the Compensation Regime. Consequently, the companies listed in **Appendix 3** hereto are released, for the duration of this Agreement, from the obligations to which they would otherwise be subject with respect to the targeted materials in the “Containers and Packaging” and “Printed matter” classes under the Schedule that are related to the brands, names and distinguishing guises listed in **Appendix 2** hereto.
8. The Contributor undertakes to promptly notify the companies listed in **Appendix 3** hereto of the coming into force of the Agreement.
9. Based on the year of the Schedule currently in force, the Agreement is deemed to come into force on January 1st of such year, and shall remain in force for all subsequent years, each year being successively a separate “**Reporting Period**”. The Agreement will be in force for an indefinite period until terminated.
10. The Agreement may be terminated following written notice sent by the Contributor to EEQ. To be valid, the notice must be received by EEQ at least 30 (thirty) days before the beginning of the next Reporting Period. Termination in accordance with this paragraph shall only take effect at the end of the current Reporting Period.
11. In the event of the Contributor’s failure to comply with its obligations or for any other reason deemed valid by EEQ, EEQ shall send the Contributor a notice of default. If the default is not remedied within 30 (thirty) days of receipt of the notice, EEQ shall be entitled to terminate the Agreement and shall send a notice to the companies named in **Appendix 3** hereto. Termination in accordance with this paragraph shall take effect upon publication on the EEQ website of an amended list of voluntary contributors in which the Contributor is no longer mentioned.
12. In the event of termination, EEQ shall notify the companies listed in **Appendix 3** hereto and any other relevant targeted persons, as the case may be, that the obligations that the Contributor had decided to assume in their place will have to be assumed again by them as of the time of publication of the amended list or the new Reporting Period, as the case may be.
13. Any notice provided for under this Agreement must be sent by first-class mail, fax or e-mail to the Contributor at the address indicated in **Appendix 1** hereto or to EEQ at the following address:

Éco Entreprises Québec

600-1600 René-Lévesque West

 Montréal (Québec) H3H 1P9

Fax: 514 987-1598

Email: service@eeq.ca

1. The Contributor agrees to comply with the laws of Quebec. Furthermore, it is agreed that the Agreement is governed by the laws of Québec and the Contributor accepts that any dispute, claim, suit or other legal action related to the Agreement shall be subject to the exclusive jurisdiction of the courts of Québec and decided under the laws of Québec.

*[The signatures follow on the next page.]*

IN WITNESS WHEREOF, the parties have signed this Agreement.

**Voluntary Contributor**

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| The signatory declares that she/he is duly authorized to sign for and on behalf of the company. |
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| Signed on the Enter day day of the month of Enter monthEnter year |
|  |
| Name of authorized representative |
| Enter first and last name |
|  |
| Title |
| Enter title |

**Éco Entreprises Québec**

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| Signed on the \_\_\_\_\_ day of the month of \_\_\_\_\_\_\_\_\_\_ |
|  |
| Name of authorized representative |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |
| Title |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Appendix 1**

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| **Name of the company or organization applying for voluntary contributor status**Enter company or organization name |
| **Address**Enter address (suite, street name and number |
| **City**Enter city | **Province/State**Enter province |
| **Country:** Enter country |  **Postal/ZIP code**Enter postal code or zip code |
| **Name of the primary contact**Enter first and last name |
| **Telephone number**Enter phone number |
| **Email**Enter e-mail |

**Appendix 2**

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| List of brands, names or distinguishing guises for which the Contributor assumes responsibility under the Act, the Regulations and the Schedule for the “Containers and Packaging” and “Printed matter” classes |
| [ ] Check this box if the list is provided in another document, or list the brands, names and distinguishing guises below: |

Enter requested information

**Appendix 3**

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| List of all companies that sell or distribute the Contributor’s products or services in Québec and for which the Contributor agrees to assume the responsibilities related to the targeted materials under the Regulation and the Schedule for the “Containers and Packaging” and “printed matter” classes |
| [ ] Check this box if the list is provided in another document, or list the companies below: |

Enter requested information