

## **Appendix A to the MMSW Membership Agreement**

- Procedures to Become a Voluntary Steward of the Multi-Material Stewardship Western Inc.'s Waste Packaging and Paper Stewardship Program; and
- Voluntary Steward Agreement

**For detailed program information:**  
[www.mmsk.ca](http://www.mmsk.ca)  
**Steward Services: 1-888-980-9549**  
[stewards@cssalliance.ca](mailto:stewards@cssalliance.ca)

## Voluntary Steward Procedures

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

In February 2012, the Saskatchewan provincial government approved The Saskatchewan Household Packaging and Paper Stewardship Program Regulations (the Regulation), under The Environmental Management and Protection Act, 2002, which transfers responsibility for financing up to 75 per cent of efficient and effective recycling programs for residential waste packaging and paper (WPP) to businesses (referred to throughout this agreement as “Stewards”) that produce this material and supply it into the Saskatchewan residential marketplace.

The Regulation defines a Steward as:

- a. “the brand owner with respect to the packaging or paper, unless the brand owner is a non-resident owner
- b. if there is no brand owner as described in clause (a), the person that first imports the packaging or paper into Saskatchewan; or
- c. if there is no brand owner as described in clause (a) or person that first imports the packaging or paper as described in clause (b), the purchaser of the packaging or paper outside of Saskatchewan that purchases it for use in Saskatchewan”

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 MMSW 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 brand owner not resident in Saskatchewan which supplies waste packaging and paper (WPP) to residents of Saskatchewan. The Household Packaging and Paper Stewardship Program Regulations and well as Multi-Material Stewardship Western Inc.’s Waste Packaging and Paper Stewardship Program Plan (MMSW plan) allow for Voluntary Stewards.

### ***Overview of Voluntary Steward Obligations***

- When you become a Voluntary Steward with the MMSW plan, you become a Steward under the Saskatchewan Household Packaging and Paper Stewardship Program Regulations and appoint MMSW as Your agency to carry out Your duties as a Steward under the Regulation.
- You thereby become a Member of Our Stewardship Program Plan which initially received approval from the Saskatchewan Ministry of Environment on December 20, 2013. MMSW's revised Program Plan received approval by the Saskatchewan Ministry of Environment on October 28, 2015.

### ***Voluntary Stewards***

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

### ***Terms and Conditions***

A brand owner not resident in Saskatchewan 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 Saskatchewan.
2. Resident in Canada.
3. Supplies the equivalent or more of one (1) tonne (1,000 kilograms) of obligated waste packaging and paper (WPP) to Saskatchewan residents
4. Agrees to execute a Voluntary Steward Agreement.
5. Agrees to assume responsibility for all the WPP which it supplies into Saskatchewan 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 Saskatchewan 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.

## Voluntary Steward Agreement

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

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

### **Examples of Voluntary Steward Scenarios**

Under MMSW’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
Saskatchewan-based supplier	As a Saskatchewan-based supplier you are already obligated under the regulation and therefore do not meet the requirements of a Voluntary Steward under the Regulation (Voluntary Stewards need to have residency <u>outside</u> of the Province of Saskatchewan)
Industry association	Does not meet requirement of being a brand owner and therefore not a Steward of WPP
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
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 MMSW on the CSSA WeRecycle portal: <https://wecycle.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 MMSW Voluntary Steward Agreement available on MMSW'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](mailto:stewards@cssalliance.ca).
3. Sign and return a copy of the completed Voluntary Steward Agreement and accompanying schedules to MMSW by fax to **1-844-471-1836** or email a scanned copy to [stewards@cssalliance.ca](mailto:stewards@cssalliance.ca) **no later than December 31<sup>st</sup> of a calendar year**. MMSW 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 MMSW, 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 WPP identified with your Brand that you supplied in Saskatchewan.
5. If the Voluntary Steward Application is not complete, or is not approved you will receive notification by email from MMSW.
6. The approved Voluntary Steward shall prepare and submit a Steward's Report to MMSW indicating the quantity, in kilograms or units, of WPP and remit the required payments in accordance with MMSW'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](mailto:stewards@cssalliance.ca).

## Voluntary Steward Agreement

WHEREAS MMSW’s Membership Agreement (“MA”) permits certain persons to volunteer to become a Steward;

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

1. The undersigned ("Voluntary Steward"), hereby elects and agrees to become a Steward under the Saskatchewan Household Packaging and Paper Stewardship Program Regulations and carry out its duties as a Steward under the Regulation according to the terms of this Voluntary Steward Agreement:

<b>Name of Voluntary Steward Company</b>	
<b>Company Address</b>	
<b>City</b>	
<b>Province</b>	
<b>Postal Code</b>	
<b>Contact Name</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>Email</b>	

2. The Voluntary Steward hereby represents that it qualifies as a Voluntary Steward in accordance with the MMSW Voluntary Steward Policy as published on the MMSW website at [www.mmsk.ca](http://www.mmsk.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 MMSW Membership Agreement.
3. The Voluntary Steward and MMSW agree that the Voluntary Steward shall be responsible for, and assumes the obligations for all the WPP for which it is the Brand Owner, which it supplied into Saskatchewan in the applicable data year and for which it is/was a Steward as defined in the Regulation.
4. The Voluntary Steward agrees to observe and comply with the MMSW Membership Agreement and to file a Steward’s Report forthwith upon acceptance by MMSW as an applicant for a Voluntary Steward.
5. The Voluntary Steward agrees to file an Annual Data Report for all WPP it supplied into Saskatchewan 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 Saskatchewan 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 MMSW 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 MMSW 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 MMSW 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 31<sup>st</sup> of any calendar year by Voluntary Steward to MMSW. Effective January 1<sup>st</sup> 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 31<sup>st</sup> of the year following the giving of notice.
12. In the case of a Voluntary Steward defaulting on its obligations, MMSW may terminate this agreement upon 30 days prior written notice to the Voluntary Steward, provided MMSW 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, MMSW 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 MMSW'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 MMSW as follows:

MMSW E-mail: [stewards@cssalliance.ca](mailto: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 Multi-Material Stewardship Western Waste Packaging and Paper Stewardship Plan and it acknowledges its obligation to file a report and make payment of fees to MMSW 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 MMSW reverts back to the obligated Steward of packaging in Saskatchewan listed in Schedule B.

Voluntary Steward Name: \_\_\_\_\_

Authorized Signing Officer: \_\_\_\_\_

(Print Name and Title)

I have authority to bind the corporation.

**Multi-Material Stewardship Western (“MMSW”)**

Approved By: Authorized Signing Officer \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.







## Schedule C

### List of Material Categories for MMSW

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	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
Other Plastic Packaging (not listed Above) < 5 Litres -Non-Beverage	
Other Plastic Packaging (not listed Above) >= 5 Litres -Non-Beverage	

Material Category	Material Sub-Category
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