



- Procedures to Become a Voluntary Steward of the Multi-Material Stewardship Manitoba Program; and
- Voluntary Steward Agreement

For detailed program information:

www.stewardshipmanitoba.org

Tel. 1-888-980-9549

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info@circularmaterials.ca

Voluntary Steward Rule and Procedures

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

Both the provincial Regulations (Reg. 195/2008) and the Multi-Material Stewardship Manitoba (MMSM) Program Plan (approved by Manitoba's Minister of Conservation) allows for Voluntary Stewards. In addition, MMSM was designated as the Producer Responsibility Organization (PRO) under the WRAP Act, 2008. A copy of the Program Rules can be obtained at: <http://stewardshipmanitoba.org/>.

Overview of Voluntary Steward Obligations

- The Rules allow non-resident companies to elect, subject to approval by MMSM, to become a Voluntary Steward respecting designated materials that would otherwise be the responsibility of a resident Steward.
- The purpose of the Voluntary Steward as defined in the MMSM Program Rules is to provide an opportunity for a non-resident company to accept reporting responsibilities and make payments on behalf of an otherwise obligated Steward in order to reduce the administrative burden on that Steward.

Voluntary Stewards

Voluntary Stewards must review the procedures below and complete a Voluntary Steward Agreement (VSA) and submit the VSA for review and approval by MMSM.

Terms and Conditions

A brand owner not resident in Manitoba 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 Manitoba.
2. Resident in Canada.
3. Supplies the equivalent or more of one (1) tonne (1,000 kilograms) of obligated packaging and printed paper to Manitoba residents.
4. Agrees to execute a Voluntary Steward Agreement.
5. Agrees to assume responsibility for all the DPPP for which it is the Brand Owner, which it supplies into Manitoba.
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 Manitoba for which it is assuming responsibility 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, enter into a contract with Multi-Material Stewardship Manitoba, and pay fees on behalf of the otherwise responsible Steward.

If a Voluntary Steward defaults on its responsibility under its contract with Multi-Material Stewardship Manitoba, the agreement becomes null and void. In this case, the obligation reverts to the obligated Steward in Manitoba of the Designated Packaging and Printed Paper (DPPP).

Examples of Voluntary Steward Scenarios

MMSM's current policy, the following applications will not be accepted:

Table 1: Proposed Voluntary Steward Arrangements that are Not Acceptable

Example	Explanation
Manitoba supplier exempt under the Rules	Does not meet requirement of a Steward under the Rules and a Voluntary Steward needs to reside outside of the Province of Manitoba
Industry association	Does not meet requirement of being a brand owner and therefore not a Steward of DPPP
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

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 Multi-Material Stewardship Manitoba on the Circular Materials WeRecycle portal: <https://werecycle.circularmaterials.ca>. 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 Voluntary Steward Agreement. If you have any questions please contact Steward Services by telephone at **1-888-980-9549** or by email at info@circularmaterials.ca. Sign and return a copy of the completed application and accompanying schedules to Multi-Material Stewardship Manitoba within 14 calendar days of registering by fax to 1-844-471-1836 or email a scanned copy to info@circularmaterials.ca **no later than December 1st of a calendar year**. Multi-Material Stewardship Manitoba 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 DPPP for which they remain responsible. Retain a copy of this correspondence for your records and to provide as evidence of the submission.
3. If the Voluntary Steward Application to become a voluntary steward is approved by Multi-Material Stewardship Manitoba, 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 DPPP identified with your Brand that you sold and distributed in Manitoba.
4. If the Voluntary Steward Application is not complete, or is not approved you will receive an explanation by email from Multi-Material Stewardship Manitoba.
5. The approved Voluntary Steward shall prepare and submit a Steward's Report to Multi-Material Stewardship Manitoba indicating the quantity, in kilograms or units, of DPPP material and remit the required payments in accordance with Appendix C of the Rules for which it has volunteered to become the Steward.

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

Voluntary Steward Agreement

WHEREAS Multi-Material Stewardship Manitoba's Rules ("Rules") permit certain persons to volunteer to become a Steward;

AND WHEREAS Multi-Material Stewardship Manitoba wishes to accept a Voluntary Steward

1. The undersigned ("Voluntary Steward"), hereby elects to become a Steward under the Rules made under the Packaging and Printed Paper (PPP) Program Plan by Multi-Material Stewardship Manitoba:

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 MMSM Voluntary Steward Policy as published on the MMSM website at www.stewardshipmanitoba.org and agrees to all the terms and conditions of the Voluntary Steward Agreement.
- 3) The Voluntary Steward and Multi-Material Stewardship Manitoba agree that the Voluntary Steward shall be responsible for, and assumes the obligations for all the DPPP for which it is the Brand Owner, for which it sold or distributed in Manitoba in the applicable data year, and for which it is/was a Supplier as defined by the Rules.
- 4) The Voluntary Steward agrees to observe and comply with the Rules and to file a Stewards Report forthwith upon acceptance by Multi-Material Stewardship Manitoba as a Voluntary Steward.
- 5) The Voluntary Steward agrees to file a Stewards Report and provide the details of weights or units by waste category in Schedule C for all DPPP material it supplied into Manitoba in the appropriate data year (e.g. a 2016 report would contain 2015 data).

- 6) The Voluntary Steward agrees to waive their rights to an exemption under Section 6 of the Rules.
- 7) The Voluntary Steward confirms that all DPPP material for which the Voluntary Steward is assuming responsibility are listed in Schedule A.
- 8) The Voluntary Steward confirms that all customers in Manitoba for which the Voluntary Steward is assuming responsibility are listed in Schedule B. The Voluntary Steward agrees to notify promptly the persons in Schedule B who would otherwise be Stewards for the DPPP material, of the terms of this agreement.
- 9) The Voluntary Steward consents to a notice of this election appearing on the web site of Multi-Material Stewardship Manitoba, and upon such posting of notice, 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 DPPP under the Rules during the term of this agreement.
- 10) This election is valid starting January 1st of a calendar year.
- 11) Voluntary Steward undertakes and agrees to file with Multi-Material Stewardship Manitoba revised Schedules A and B as applicable reflecting the brands and persons that are applicable for reporting period as applied by the Rules, as amended from time to time.
- 12) The parties agree that this election shall extend for an indefinite time period until terminated by written notice no later than December 1st of any calendar year by Voluntary Steward to Multi-Material Stewardship Manitoba. 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.
- 13) In the case of a Voluntary Steward defaulting on its reporting or payment obligations, Multi-Material Stewardship Manitoba may:
 - terminate this agreement, after sending written notice to the Voluntary 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
 - collect unpaid Steward fees from the Voluntary Steward in accordance with the Voluntary Steward's contractual obligations under this Voluntary Steward Agreement
 - provide notification of the change in the Voluntary Steward's status via the MMSM's website
- 14) Upon termination of this agreement, Multi-Material Stewardship Manitoba shall provide notification of the change in the Voluntary Steward's status via its website. Upon termination of this agreement and posting of notice thereof, reporting and financial responsibility shall revert back to the original obligated Steward of DPPP material on notice of cancellation on Multi-Material Stewardship Manitoba's web site.
- 15) Notice may be given under this election by first-class mail, fax, or e-mail to Voluntary Steward as indicated above or to Multi-Material Stewardship Manitoba as follows:

Multi-Material Stewardship Manitoba E-
mail: info@circularmaterials.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 Packaging and Printed Paper Program Plan and agrees to waive their rights to an exemption under Section 6 of the Rules and it acknowledges its obligation to file a report and make payment of fees to Multi-Material Stewardship Manitoba 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 Multi-Material Stewardship Manitoba reverts back to the obligated Steward of DPPP in Manitoba listed in Schedule B.

Signature of Authorized Signing Officer: _____
I have authority to bind the corporation.

(Print Name and Title): _____

INTERNAL USE ONLY

Multi-Material Stewardship Manitoba (MMSM)

Approved By:

MMSM Authorized Signing Officer: _____

_____ day of _____ 20_____.

Schedule A

List of trademark or intellectual property rights to the brand names which the Voluntary Steward owns and for which it is assuming responsibility and reporting

Schedule B

List of names of all customers in Manitoba for which the Voluntary Steward agrees to assume the responsibility under the Packaging and Printed Paper Program Plan for DPPP material in which the Voluntary Steward had a commercial connection in Manitoba for the data year.

Schedule C

List of Materials for MMSM Stewards

Material Category	Material Sub-Category
Printed Paper	Newsprint
	Magazines and catalogues
	Directories
	Other Printed Materials
Paper Packaging	Gable top containers – non-beverage
	Gable top containers – beverage
	Aseptic containers – non-beverage
	Aseptic containers – beverage
	Paper laminates
	Corrugated cardboard
	Boxboard and other paper packaging
Plastic Packaging	PET bottles < 5 Litres – non-beverage
	PET bottles > = 5 Litres – non-beverage
	PET bottles < 5 Litres beverage
	PET bottles > = 5 Litres – beverage
	HDPE bottles and jugs < 5 Litres – non-beverage
	HDPE bottles and jugs > = 5 Litres – non-beverage
	HDPE bottles and jugs < 5 Litres – beverage
	HDPE bottles and jugs > = 5 Litres – beverage
	Polystyrene
	Other rigid plastic < 5 Litres – non-beverage
	Other rigid plastic > = 5 Litres – non-beverage
	Other rigid plastic < 5 Litres – beverage
	Other rigid plastic > = 5 Litres – beverage
	LDPE/HDPE film
	LDPE/HDPE film carry-out bags
	Plastic laminates – non-beverage
	Plastic laminates – beverage
	Biodegradable plastic film
	Biodegradable plastic film carry out bags
	Biodegradable rigid plastic containers – non-beverage
	Biodegradable rigid plastic containers – beverage
Steel and Other Metal Packaging	Other steel and metal containers and packaging – non-beverage
	Other steel and metal containers and packaging – beverage
	Paint cans – non-HHW related containers
	Aerosol containers – non-HHW related containers
Aluminum	Aluminum – food cans

Material Category	Material Sub-Category
Packaging	Aluminum cans – beverage
	Aluminum aerosols – non-HHW related containers
	Foil and other aluminum packaging
Glass Packaging	Clear (flint) glass – non-beverage
	Clear (flint) glass – beverage
	Coloured glass – non-beverage
	Coloured glass – beverage
Household Hazardous Waste Related Containers	PET bottles
	HDPE bottles and jugs
	Other rigid plastic
	Other steel and metal containers and packaging
	Clear (flint) glass
	Coloured glass

CBCRA Reports

CBCRA Ancillary Packaging	
CBCRA Material Category	CBCRA Material Sub-Category
Paper Packaging	CBCRA Paper laminates
	CBCRA Corrugated cardboard
	CBCRA Boxboard and other paper packaging
Plastic Packaging	CBCRA Polystyrene
	CBCRA LDPE/HDPE film
	CBCRA Biodegradable plastic film
Aluminum Packaging	CBCRA Foil and other aluminum packaging

CBCRA Beverage Containers

CBCRA Material Category	CBCRA Material Sub-Category	Size	# of units	kgs of material
Aluminum	CBCRA Aluminum	0-1 Litre (L)		
Plastics	CBCRA PET bottles and jugs	0-500 millilitre (ml)		
		501 ml - 1 L		
		over 1 L and under 5L		
		over 5 L		
Plastics	CBCRA HDPE bottles and jugs	0-500 ml		
		501 ml - 1 L		
		over 1 L and under 5L		
		over 5 L		
Plastic	CBCRA Other Rigid plastic	0-500 ml		
	CBCRA PVC/Other Plastics	501 ml - 1 L		
		over 1 L and under 5L		
		over 5 L		
Glass	CBCRA Glass	0-500 ml		
		501 ml - 1 L		
		over 1 L		
Bi-metal cans	CBCRA Bi-metal cans	0-500 ml		
		501 ml - 1 L		
		over 1 L		
Poly coats	CBCRA Drink Boxes	0-500 ml		
		501 ml - 1 L		
		over 1 L		
Poly coats	CBCRA Gable Top	0-500 ml		
		501 ml - 1 L		
		over 1 L		
Other	CBCRA Drink Pouches	0-1 L		
	CBCRA Bag in a box	over 1 L		
Plastic	CBCRA Other Rigid plastic	0-500 ml		
	CBCRA Biodegradable	501 ml - 1 L		
		over 1 L and under 5L		
		over 5 L		