

Appendix A to the MMSM Producer Agreement

- Procedures to Become a Voluntary Producer of the MMSM Recycling Inc. (“MMSM”) Program; and
- Voluntary Producer Agreement

For detailed program information:

<https://stewardshipmanitoba.org/stewards/program-plan/>

Customer Relations: 1-877-667-2626 or info@circularmaterials.ca

Voluntary Producer Procedures

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

1. Both the provincial Regulations (Reg. 195/2008) and the Multi-Material Stewardship Manitoba (MMSM) Program Plan (approved by Manitoba's Minister of the Environment and Climate Change) allow for Voluntary Producers. In addition, MMSM was designated as the Producer Responsibility Organization (PRO) under the WRAP Act, 2008.
2. The MMSM Program Plan defines Producer alignment with the Definition of "Steward" in Manitoba Regulation 195/2008. For the purposes of this Agreement, the words Producer and Steward are used interchangeably.
3. The purpose of the Voluntary Producer provision is to provide an opportunity for a company to accept reporting responsibilities for and make payments on behalf of a Producer in the MMSM Program.

Overview of Voluntary Producer Obligations

4. The MMSM Program allows companies to elect, subject to approval by MMSM, to become a Voluntary Producer respecting designated materials that would otherwise be the responsibility of another Producer.
5. When you become a Voluntary Producer with the MMSM program, you become a Steward under the WRAP Act, 2008 and appoint MMSM as Your PRO.

Voluntary Producers

6. Voluntary Producers must review the procedures below and complete a Voluntary Producer Agreement (VPA) according to the policy and deadlines posted on the MMSM website and submit the VPA for review and approval by MMSM.

Terms and Conditions

7. A Voluntary Producer can elect to assume responsibility for reporting and paying producer fees for the packaging and paper associated with their brands on behalf of another Producer if the Voluntary Producer meets the following criteria:
 - (a) Agrees to execute a Voluntary Producer Agreement.
 - (b) Agrees to assume responsibility for all the Packaging and Printed Paper (PPP) which it supplies into Manitoba for which it is the Brand Owner or for which it holds the exclusive licensing agreement.
 - (c) Agrees to provide a list of all its brand names as a schedule to the Voluntary Producer Agreement.

Voluntary Producer Agreement

- (d) Agrees to provide a list of names of all its first importer customers in Manitoba, for which it is assuming responsibility.
- Please provide the list as a schedule to the Voluntary Producer Agreement. Please note that Voluntary Producers are not allowed to volunteer for some retailers and not others.
- (e) Agrees to notify each of its listed customers that they are not obligated to report on the brands for which the Voluntary Producer is taking responsibility.
8. In order to become a Voluntary Producer, a company must complete a Voluntary Producer Agreement and enter into a contract with MMSM and pay fees on behalf of the otherwise responsible Producer.
9. If a Voluntary Producer defaults on its responsibility under its contract with MMSM, the Voluntary Producer Agreement can be declared null and void by MMSM giving notice to the Voluntary Producer. In this case, the obligation reverts to the obligated Producer in Manitoba of the paper and packaging.

Examples of Voluntary Producer Scenarios

10. Under MMSM'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 Producer Arrangements that are Not Acceptable

Example	Explanation
Manitoba-based supplier	As a Manitoba based supplier you are already obligated under the regulation and therefore do not meet requirements of a Voluntary Producer under the Regulation (Voluntary Producers need to have residency <u>outside</u> of the Province of Manitoba)
Industry Association	Does not meet requirement of being a brand owner and therefore not a Producer 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 Producer Agreement

Steps for Completing Application for Voluntary Producer

11. A person or company that elects to become a Voluntary Producer must follow the steps laid out below.
- (i) Register with MMSM on the WeRecycle portal: <https://werecycle.circularmaterials.ca>. Please ensure that you self-identify as a Voluntary Producer in the obligation section of the portal.
 - (ii) Review and complete all sections and Schedules of the MMSM Voluntary Producer Agreement available on MMSM's website. If you have any questions, please contact Producer Services by telephone at **1-877-667-2626** or by email at info@circularmaterials.ca.

Voluntary Producer Agreement

- (iii) Sign and return a copy of the completed Voluntary Producer Agreement and accompanying schedules to MMSM by email a scanned copy to info@circularmaterials.ca. **no later than December 1 of any calendar year**. MMSM recommends that Voluntary Producer Agreements be submitted as soon as possible since timing is critical to minimize double counting and to enable other Producers 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.
 - (iv) If the Voluntary Producer Application to become a Voluntary Producer is approved by MMSM, 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 Producer and that you will assume the reporting and financial responsibilities for all the PPP identified with your Brand that you supplied in Manitoba.
 - (v) If the Voluntary Producer Application is not complete or is not approved, you will receive notification by email from MMSM.
 - (vi) The approved Voluntary Producer shall prepare and submit a Producer's Report to MMSM indicating the quantity, in kilograms or units, of PPP and remit the required payments in accordance with MMSM's Membership Agreement.
12. Questions - Please direct any questions to Producer Services by telephone at **1-877-667-2626** or by email at info@circularmaterials.ca

Voluntary Producer Agreement

WHEREAS MMSM permits certain persons to volunteer to become a Producer;

AND WHEREAS MMSM wishes to accept the person identified below as a Voluntary Producer

1. The undersigned ("Voluntary Producer"), hereby elects and agrees to become a Producer under Manitoba Regulation 195/2008 (as may be updated or replaced from time to time) and carry out its duties as a Producer under the Regulation according to the terms of this Voluntary Producer Agreement:

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

2. The Voluntary Producer hereby represents that it qualifies as a Voluntary Producer in accordance with the [MMSM Voluntary Producer Policy](#) as published on [Producer Guide](#) and agrees to all the terms and conditions of the Voluntary Producer Agreement and acknowledges it has a copy of and has reviewed the MMSM Producer Agreement.
3. The Voluntary Producer and MMSM agree that the Voluntary Producer shall be responsible for and assumes the obligations for all the PPP for which it is the Brand Owner, which it supplied into Manitoba in the applicable data year and for which it is/was a Producer as defined in the Regulation.
4. The Voluntary Producer agrees to observe and comply with the MMSM Producer Agreement and to file a Producer's Report forthwith upon acceptance by MMSM as an applicant for a Voluntary Producer.
5. The Voluntary Producer agrees to file an Annual Data Report for all PPP it supplied into Manitoba in the appropriate data year (e.g., a 2025 report would contain 2024 data).
6. The Voluntary Producer confirms that all packaging and printed paper for which the Voluntary Producer is assuming responsibility for are listed in Schedule A.

Voluntary Producer Agreement

7. The Voluntary Producer confirms that all persons in Manitoba for which the Voluntary Producer is assuming responsibility for are listed in Schedule B. The Voluntary Producer agrees to notify promptly the persons in Schedule B who would otherwise be Producers for the packaging and printed paper, of the terms of this agreement.
8. The Voluntary Producer consents to its name being added to a list of MMSM Producers and made available to other Producers 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 Producers with respect to the packaging and printed paper during the term of this agreement.
9. This Voluntary Producer Agreement is valid effective January 1 of a calendar year.
10. The Voluntary Producer undertakes and agrees to file with MMSM revised Schedules A and B as applicable reflecting the brands and persons that are applicable for reporting period as applied by the Producer 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 1 of any calendar year by Voluntary Producer to MMSM. Effective January 1st of the year following the giving of notice, the Voluntary Producer will no longer be required to submit any further reports. The Voluntary Producer will remain obligated to pay fees for reports already submitted by the Voluntary Producer. 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 Producer defaulting on its reporting or payment obligations, MMSM may:
 - (a) terminate this agreement, after sending written notice to the Voluntary Producer with particulars of their default, and if the default has not been remedied by Voluntary Producer within 30 days from the date of such notice of default;
 - (b) collect unpaid Producer fees from the Voluntary Producer in accordance with the Voluntary Producer's contractual obligations under this Voluntary Producer Agreement; and
 - (c) provide notification of the change in the Voluntary Producer's status via the MMSM website and/or the WeRecycle Portal.
13. Upon termination of this agreement, MMSM 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 Producer of packaging and printed paper on notice of cancellation on MMSM's web site.
14. Notice may be given under this election by first-class mail, fax, or e-mail to Voluntary Producer as indicated above or to MMSM as follows:

MMSM E-mail: info@circularmaterials.ca

Voluntary Producer Agreement

In witness whereof the parties have executed this election agreement on the _____ day of _____ 20____

Voluntary Producer Declaration

The undersigned declares that _____ is a company that meets the conditions of a Producer in the MMSM Program Plan and it acknowledges its obligation to file a report and make payment of fees to MMSM under the terms and conditions of this agreement. It acknowledges that it has read, understands and agrees to all the requirements of the Voluntary Producer 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 MMSM reverts back to the obligated Producer of packaging 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 by MMSM

Approved By:

MMSM Authorized Signing Officer _____

_____ day of _____ 20____.

Schedule A

List of brand names for which the Voluntary Producer 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 Manitoba for which the Voluntary Producer agrees to assume the responsibility under the Packaging and Printed Paper Program Plan for packaging and printed paper in which the Voluntary Producer had a commercial connection in Manitoba for the data year.

Schedule C

List of Material Categories for MMSM

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

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Material Category	Material Sub-Category
	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