

## Voluntary Producers' Policy

The **Voluntary Producers' Policy** lists the conditions whereby a producer that is not covered by the Regulation can:

- Assume the obligations, undertakings and responsibilities for and on behalf of all its First Suppliers in Québec; and
- Consequently, comply with the Contract, the General Conditions, the Policies and the By-laws of Éco Entreprises Québec (ÉEQ).

If the conditions set out in this Policy are not met, the First Supplier or First Suppliers in Québec remain responsible.

### Scope

1. This Policy applies to companies that do not have a business establishment in Québec but wish to assume the responsibilities and obligations related to the Materials they put on the market in Québec by becoming Voluntary Producers.
2. By becoming Voluntary Producers, companies release their First Suppliers in Québec from the responsibilities and obligations devolved on them by the Regulation and become Producers as understood in the Contract, the General Conditions and the Policies.
3. A Voluntary Producer must complete the form to become a Voluntary Producer and sign the Voluntary Producer Agreement (Agreement) referred to in this Policy.
4. This Policy forms an integral part of the Membership Contract, and it may be amended in accordance with the General Conditions.

### Policy

5. Definitions from the General Conditions and the Financial Participation Policy that are specific to this Voluntary Producers' Policy:
  - a) **"First Supplier"** means a supplier that is domiciled or has an establishment in Québec and is the first to take ownership, possession or control in Québec of a Material or product that is covered by the Regulation;
  - b) **"Materials"** means "Containers", "Packaging" and "Printed Matter";
  - c) **"Member"** means any Producer that becomes a member of ÉEQ and maintains that status, in accordance with the Contract, the General Conditions, the Policies and the ÉEQ By-laws;
  - d) **"Producer's Financial Participation (PFP)"** means the contribution paid by the Members pursuant to the Regulation, based on the Financial Participation Schedule and the other conditions described in the Producers' Financial Participation Policy;
  - e) **"Regulation"** means the *Regulation respecting a system of selective collection of certain residual materials* (Québec), as it may be amended, pursuant to which ÉEQ was appointed DMO in order to take charge of the obligations of the Producers referred to therein and to develop, establish and finance a System of Curbside Recycling;
  - f) **"Report"** means the annual report of the Materials the Member has put on the market, completed in accordance with the conditions and for the Reference Year indicated in this Policy;
  - g) **"Reporting Year"** represents the year for which the Producer is required to submit a Report within the time frame established in this Policy;

- h) “**Voluntary Producer**” means a natural person, corporation, cooperative or legal person whose domicile or establishment is outside Québec and which owns a brand, name or distinctive symbol and decides to assume the obligations, undertakings and responsibilities for and on behalf of all its First Suppliers in Québec and become a Member of ÉEQ.
- 6. ÉEQ may agree to allow a third party, whose domicile or establishment is outside Québec and which owns a Brand, Name or Distinguishing Guise, to become a Voluntary Producer, notably if it:
  - a) Meets the conditions stipulated in this Policy;
  - b) Completes and transmits the form to become a Voluntary Producer;
  - c) Reads and agrees to the Membership Contract, the General Conditions and the Policies;
  - d) Submits a Report containing the data and information specified in the Financial Participation Policy and pays its PFP, which is also described in that Policy;
- 7. ÉEQ may decide to enter into a Voluntary Producer Agreement, as described in the General Conditions, with a third party whose domicile or establishment is outside Québec and which, while not being the owner of a Brand, Name or Distinctive Symbol, is its principal distributor in Québec. This Policy also applies in such instance.
- 8. A third party may be recognized as a Voluntary Producer if it has signed and filed the Voluntary Producer form for that purpose with ÉEQ, thereby agreeing to:
  - a) Meet all the obligations of a Producer (Member) and those under the Membership Contract, the General Conditions, the Policies and the Regulation, notably the payment of any Financial Participation and the filing of the Report required under the Producers' Financial Participation Policy;
  - b) Assume any obligations arising from the Agreement in respect of all its First Suppliers, a list of which is included in the Voluntary Producer form;
  - c) Report, for all its brands and all the names of which it is the owner, user or distributor, a list of which is included in the Voluntary Producer form;
  - e) Pay its PFP to the extent of the quantities of Materials it puts on the market and not be eligible for a payment exemption, even if it meets the criteria stipulated in the Small Producers' Policy in that regard;
  - d) Abide by the laws of Québec and accept that any lawsuits will be instituted in Québec under the laws of Québec.
- 9. A Voluntary Producer may only act to fulfil the obligations that would be incumbent on the First Supplier in respect of its Products, Services and Materials identified by a Brand, Name or Distinguishing Guise of which it is the owner or the principal distributor in Québec, but this shall not exempt a First Supplier from its obligations under the Producers' Financial Participation Policy and the Regulation.
  - a) The Voluntary Producer and the First Supplier are solidarily liable for the obligations incumbent on them pursuant to the Contract, the General Conditions, the Policies and the Regulation.
- 10. By agreeing to become a Voluntary Producer, the company that has concluded such an Agreement is deemed to be a Producer under the Regulation.
- 11. By being deemed to be a Producer, a Voluntary Producer agrees to become a Member of ÉEQ and consequently to satisfy the conditions stipulated in the General Conditions, i.e.:
  - a) Complete and submit the online membership form via the ÉEQ Portal;

- b) Check the box indicating acceptance of the Contract, the General Conditions and the Policies. For that purpose, the individual responsible for confirming such acceptance must make sure they have obtained the requisite corporate consents and that they have the authority to bind the Producer (corporation, enterprise or other entity).

ÉEQ will send written confirmation of its acceptance of the Voluntary Producer as a Member, if applicable.

12. Every Voluntary Producer agrees to the inclusion of its name and the list of its Brands, Names and Distinguishing Guise in the public list of ÉEQ's Voluntary Producers.
13. The Voluntary Producer agrees to promptly notify each of the First Suppliers named in the Voluntary Producer Agreement that they are not bound to report for the Brands for which it is henceforth assuming the responsibilities and obligations.
14. The Voluntary Producer agrees to communicate an updated version of its form to ÉEQ to reflect any changes to the information it contains, as the case may be, within thirty (30) days of the occurrence of such changes.
15. The deadline for transmitting a Voluntary Producer application is **December 1st**, at the latest.
16. The Agreement between ÉEQ and a Voluntary Producer:
  - a) Is effective as of the 1st day of January in the Reporting Year following the year in which the application was made and continues in the subsequent years for an indefinite term, until it is terminated;
  - b) Can be terminated by written notice from the Voluntary Producer sent to [service@eeq.ca](mailto:service@eeq.ca) at least thirty (30) days before the start of the next Reporting Year, effective only after full payment of the PFP related to the Report for which it was a Voluntary Producer.
    - In the event of termination, ÉEQ will remove the Voluntary Producer's name from its public list of Voluntary Producers;
    - The Voluntary Producer must notify all its First Suppliers listed in the Agreement that the obligations it had decided to assume on their behalf will once more be borne by them as of the new Reporting Year;
    - The Voluntary Producer must notify ÉEQ once the First Suppliers have been notified.