

EXTENDED PRODUCER RESPONSIBILITY AGREEMENT ON ADMINISTRATION AND OVERSIGHT

effective the 26th day of April, 2023

BETWEEN

HIS MAJESTY IN RIGHT OF ALBERTA

AS REPRESENTED BY THE MINISTER OF ENVIRONMENT AND PROTECTED AREAS

{the "Minister"}

-and-

ALBERTA RECYCLING MANAGEMENT AUTHORITY

a society incorporated under the *Societies Act*, RSA 2000, c. S-14

("ARMA")

BACKGROUND TO AGREEMENT:

ARMA was established under section 2 of the Extended Producer Responsibility Regulation, AR 194/2022 (as amended or replaced from time to time, the "Regulation"), pursuant to section 175(jj) of the *Environmental Protection and Enhancement Act*, RSA 2000, c. E-12 (as amended or replaced from time to time, the "Act"), as the management board for certain designated materials under the Regulation.

Pursuant to section 7 of the Regulation, ARMA shall enter into an agreement with the Minister and comply with the terms and conditions of that agreement with respect to ARMA's administration and oversight of the matters described in the Regulation, including the delegation, if any, of any powers, duties or functions of the Minister under the Act or the Regulation.

THEREFORE, the parties agree as follows:

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless there is something in the subject matter or context inconsistent therewith:
- (a) “Act” means the *Environmental Protection and Enhancement Act*, RSA 2000, c. E-12, as amended or replaced from time to time;
 - (b) “Advisory Council” means an advisory council established under section 5(p) of the Regulation;
 - (c) “Agreement” means this Extended Producer Responsibility Agreement on Administration and Oversight;
 - (d) “Annual Report” means the annual report referred to in section 8 of the Regulation;
 - (e) “ARMA Member” means as per Article 2 of the Corporate Bylaws, a voting member of ARMA includes:
 - i) Alberta Professional Engineers and Geoscientists of Alberta;
 - ii) Rural Municipalities of Alberta;
 - iii) Alberta Municipalities;
 - iv) Environmental Services Association of Alberta;
 - v) Recycling Council of Alberta;
 - vi) Retail Council of Canada; and
 - vii) Government of Alberta;
 - (f) “Board” means the board of directors of ARMA;
 - (g) “Board Member” means an individual that has been appointed to the Board;
 - (h) “Business Plan” means the business plan referred to in section 8 of the Regulation;
 - (i) “Bylaw” means any bylaws made by ARMA under the Regulation;
 - (j) “Chair” means the chair of the Board;
 - (k) “Common Collection System” means a common collection system as defined in the Regulation;
 - (l) “Designated Material” means “designated material” as defined in the Regulation;
 - (m) “EPR Oversight System” means the administration and oversight of extended producer responsibility as set out in this Agreement and the Regulation;
 - (n) “Flexible Plastic” means flexible plastic as defined in the Regulation;

- (o) "FOIP" means the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c. F-25, and any associated regulations, as amended or replaced from time to time;
- (p) "General Bylaws" means any bylaws made by ARMA under the *Societies Act*, RSA 2000, c. S-14, as amended or replaced from time to time;
- (q) "Government" means the Government of Alberta;
- (r) "Minister" means the member of Executive Council to whom responsibility for Part 9 (as may be amended or replaced from time to time) of the *Act* is assigned and at the time of execution of this Agreement means the Minister of Environment and Protected Areas;
- (s) "Ministry" means the Alberta Ministry of Environment and Protected Areas, as may be renamed or reorganized from time to time;
- (t) "Personal Information" means personal information as defined under FOIP;
- (u) "Policy" means the:
 - i) Code of Conduct as referred to in Article 9.1 of this Agreement;
 - ii) Fee Setting Policy as referred to in Article 10.2 of this Agreement;
 - iii) Dispute Resolution Policy as referred to in Article 12.1 of this Agreement;
 - iv) Procedural Fairness Policy as referred to in Article 22.4 of this Agreement; or
 - v) Access and Privacy Code as referred to in Article 23.4 of this Agreement;
- (v) "Producer" means a producer as defined in the Regulation;
- (w) "Producer Responsibility Organization" means a producer responsibility organization as defined in the Regulation;
- (x) "Records" means the records as defined under FOIP created or arising in course of work undertaken by ARMA pursuant to this Agreement;
- (y) "Regulation" means the Extended Producer Responsibility Regulation, AR 194/2022, as amended or replaced from time to time;
- (z) "Rigid Plastic" means rigid plastic as defined in the Regulation.

1.2 All terms defined in this Agreement will have such defined meanings when used in any schedule, instrument, certificate, report, agreement or other document made or delivered pursuant to this Agreement, unless the context requires otherwise.

1.3 In this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) words imparting one gender include all genders;

- (c) a reference to a person includes a body corporate and a body politic;
- (d) headings are included for reference only and do not form part of the Agreement;
- (e) a reference to dollars or amounts of money means lawful money of Canada;
- (f) a reference to an obligation includes representations and warranties;
- (g) "herein", "hereof", "hereunder" and similar expressions refer to the whole Agreement and not to one section only; and
- (h) a reference to a person by name of office means the person holding that office or a person appointed to act on behalf of that office holder, or the successor of that office.

ARTICLE 2 – PURPOSE AND SCOPE OF THE AGREEMENT

- 2.1 The purpose of this Agreement is, in respect of ARMA's administration and oversight of the matters described in the Regulation, to:
- (a) clarify roles and responsibilities of the Minister and ARMA;
 - (b) set out matters that the Minister considers advisable in the public interest relating to ARMA's activities under the Regulation;
 - (c) provide for an accountability framework between the parties;
 - (d) clarify the administrative, financial, working and reporting relationships between the parties; and
 - (e) promote openness and transparency to serve the public interest.
- 2.2 This Agreement only applies to ARMA in respect of its capacity as a management board for Designated Material, as established in section 2 of the Regulation. This Agreement does not apply in respect of materials addressed under other regulations.

ARTICLE 3 – NOT AN AGENT

- 3.1 ARMA and ARMA's directors, officers, employees and agents are not agents of the Government and shall not hold themselves out as such. Nothing in this Agreement is to be construed as creating an agency, partnership, joint venture or employment relationship between ARMA and the Government.

ARTICLE 4 – MANDATE

- 4.1 It is understood that:

- (a) ARMA is established under section 2 of the Regulation and section 175(jj) of the Act as the management board for Designated Material;
- (b) in its capacity as a management board, as referred to in clause (a), ARMA has a mandate to administer and provide oversight of the matters described in the Regulation; and
- (c) in its capacity as a management board for Designated Material under the Regulation, ARMA shall only carry out those activities that are described in the Regulation or this Agreement or as are otherwise in the Minister's reasonable opinion necessary for fulfilling its mandate as identified in the Regulation. This clause is not to be interpreted to limit the ability of ARMA to carry out its mandate as a management board under the Designated Material Recycling and Management Regulation, AR 93/2004 or in any other activity it may engage in as a society that is not in its capacity as a management board for Designated Material; and
- (d) notwithstanding the generality of clause (c), the following activities do not fall within the mandate of ARMA in its capacity as a management board for Designated Material:
 - i) undertaking education, promotional, advertising or social marketing activities to the public at large, unless obligated Producers direct ARMA to do so.

ARTICLE 5 – ACCOUNTABILITY

- 5.1 The Minister is accountable to the Legislative Assembly of the Province of Alberta for the statutes that the Minister administers, including the Act, and has a legislative oversight role with respect to ARMA in its capacity as a management board for Designated Material under the Regulation.
- 5.2 ARMA is accountable to the Minister through the Chair for the performance of ARMA in respect of its capacity as a management board for Designated Material.

ARTICLE 6 – DUTIES AND RESPONSIBILITIES

- 6.1 The Minister:
 - (a) is responsible for overseeing the performance of ARMA in respect of its mandate in Article 4 of this Agreement in relation to Designated Material;
 - (b) will inform ARMA, through the Chair, of the Government's priorities and broad policy directions relating to ARMA in relation to Designated Material;
 - (c) may provide direction to ARMA in relation to Designated Material, including:
 - i) issuing policy direction to ARMA;
 - ii) requiring a review of ARMA, or of its operations; or
 - iii) requiring ARMA to establish one or more Advisory Councils;
 - (d) will not disclose information supplied in confidence by ARMA in carrying out its duties under this Agreement and the Regulation except with the consent of a person whose interest

could be affected by such disclosure, unless in accordance with FOIP or as otherwise required by law;

- (e) will make reasonable efforts to meet with the Chair from time to time;
- (f) will make reasonable efforts to consult with or engage ARMA:
 - i) in coordinating public and stakeholder communications regarding any proposed amendments to the Act or Regulation in regard to Designated Material or policies; and
 - ii) in the development of communication strategies for critical and ongoing issues in relation to any matter concerning Designated Material contained in this Agreement, the Act or the Regulation.

6.2 ARMA, in its capacity as a management board for Designated Material:

- (a) will conduct its operations and mandate in an efficient and economical manner in accordance with the law, including but not limited to the Act, the Regulation, and this Agreement;
- (b) is responsible for ensuring that it has adequate resources, including financial resources, to comply with this Agreement, the Act, the Regulation, and other relevant legislation, in accordance with the Business Plan that it submits to the Minister;
- (c) will follow direction provided by the Minister in respect of this Agreement, the Regulation or the Act;
- (d) is responsible for providing the Minister with information in relation to its operations relating to Designated Material requested by the Minister and the information prescribed in the Information Sharing Protocol in Schedule "A" to this Agreement;
- (e) is responsible for engagement with impacted stakeholders with a focus on oversight operations and outcomes in relation to Designated Material;
- (f) is responsible for developing and maintaining written policies and procedures for each functional area of its operations relating to Designated Material;
- (g) will protect information with safeguards that represent best practices in respect of the sensitivity of the information, the format in which it is held and the related privacy risks, and secure such information against theft, loss and unauthorized use or disclosure;
- (h) shall align its compliance and enforcement objectives and activities with the compliance and enforcement activities of the Government;
- (i) will report to the Minister any reason for concern about the financial state of ARMA or the ability of ARMA to fulfill its mandate or obligations under this Agreement;
- (j) is responsible for developing, maintaining and making publicly available written procurement policies that are satisfactory to the Minister;

- (k) is responsible for developing, maintaining and making publicly available written travel, meal and hospitality expenses policies that are satisfactory to the Minister;
- (l) is responsible for developing, maintaining and making publicly available a written access and privacy code;
- (m) is responsible for developing, maintaining and making publicly available a data collection, records retention and destruction policy;
- (n) is responsible for ensuring that ARMA staff carry out their duties in a manner consistent with all Bylaws, Policies and codes established by ARMA;
- (o) is responsible for developing and maintaining Bylaws, General Bylaws, Policies and other tools that establish appropriate performance measurements, governance, and financial management processes with sound internal controls to conduct ARMA's operations effectively and efficiently;
- (p) is responsible for maintaining a process for responding to feedback and complaints received by ARMA related to its mandate or obligations under this Agreement;
- (q) will inform the Minister of issues or concerns related to performing its duties, or fulfilling its mandate as identified in Article 4 of this Agreement, that may require legislative or regulatory changes to resolve; and
- (r) will inform the Minister of issues or events that may concern the Ministry or the Government in relation to Designated Material under the Act, the Regulation, or this Agreement.

ARTICLE 7 – BOARD COMPOSITION, RECRUITMENT, AND APPOINTMENT OF DIRECTORS

- 7.1 When identifying, selecting and appointing individuals to serve as Board Members, ARMA shall endeavor to select individuals consistent with ARMA's Director Qualifications and Eligibility Criteria.
- 7.2 ARMA shall not make changes to the Director Qualifications and Eligibility Criteria without complying with Articles 8.3 and 8.4 of this Agreement.
- 7.3 ARMA shall:
 - (a) maintain and periodically review a skill profile of Board Members, including an assessment of the kinds of skills that would be of benefit to the Board;
 - (b) provide the skill profile referred to in clause (a) to the Minister upon request;
 - (c) by March 31, 2024, and every other year thereafter, conduct a performance evaluation of the Board;

- (d) prepare a written report summarizing the results of the Board evaluation referred to in clause (c); and
- (e) provide a copy of the report to the Chair, who shall provide a copy of the report to the Minister upon request.

7.4 A representative from the Ministry will serve as a non-voting Board liaison at ARMA's Board meetings.

7.5 ARMA's annual general meeting shall be open to the public and ARMA shall make reasonable efforts to inform the public of such meetings, including posting information about the annual meeting on the ARMA website. At each annual general meeting, the Board shall present its Annual Report and audited financial statements, and report on the affairs of ARMA for the immediately preceding year

ARTICLE 8 – GOVERNANCE

8.1 The addition or replacement of ARMA Members shall not be effective without written approval from the Minister.

8.2 Unless otherwise explicitly stated in this Agreement, ARMA will, prior to the commencement of Producer obligations in respect to collection of Designated Materials:

- (a) establish financial management processes and performance measurements that take into account the governance principles of strategic vision and leadership, accountability, ethics, effectiveness, and communication and transparency; and
- (b) establish a process for responding to complaints received by ARMA related to its mandate or obligations under this Agreement.

8.3 ARMA will provide the Minister with not less than 30 days prior written notice of enactment, amendment or repeal of a General Bylaw, Bylaw or Policy, including a copy of the language proposed.

8.4 In the event that the Minister believes that ARMA's Bylaws or Policies are not sufficient for ARMA to fulfill its mandate as identified in Article 4 of this Agreement, then:

- (a) the Minister may direct ARMA in writing to enact, amend or repeal a Bylaw or Policy to address the deficiency; and
- (b) upon receiving a direction referred to in clause (a), ARMA will enact, amend or repeal a Bylaw or Policy, as directed, within 60 days of receiving the direction.

ARTICLE 9 – CODE OF CONDUCT

9.1 ARMA will maintain a Code of Conduct that:

- (a) gives effect to the vision, mission and values of ARMA;
- (b) provides guidance on how ARMA will approach ethical issues in good faith while fulfilling its mandate as identified under Article 4 of this Agreement; and
- (c) applies to all Board Members, all officers and all employees of ARMA.

ARTICLE 10 – FINANCIAL MATTERS

- 10.1 ARMA will ensure that it has adequate resources to comply with this Agreement and the Regulation in accordance with the Business Plan that is submitted to the Minister.
- 10.2 ARMA will develop, maintain and publish a Fee Setting Policy that is based on the following objectives and principles:
 - (a) legal authority to establish, assess, charge or collect a fee;
 - (b) fees are established, assessed, charged or collected based on the recovery of direct and indirect costs, charges and expenses;
 - (c) fees provide the revenue for ARMA to effectively and efficiently carry out its mandate as identified in Article 4 of this Agreement, and to establish and maintain prudent resources and reserves to respond to liabilities, ongoing and emerging risks and priorities;
 - (d) open communication and transparent consultation with stakeholders on proposed fees;
 - (e) direct and indirect costs, charges and expenses are reasonably allocated, are attributable to specific functions, and common costs that are allocated reasonably among functions;
 - (f) costs that are incurred due to Bylaw contraventions by specific Producers or specific Producer Responsibility Organizations are not unreasonably shared among all Producers and Producer Responsibility Organizations;
 - (g) business processes, including the process of allocating costs, are regularly reviewed and refined to support continuous improvements in efficiency and effectiveness;
 - (h) fees will be designed to minimize marketplace distortions;
 - (i) fees will be designed in ways that are reasonable and which support the development of a sustainable Alberta marketplace;
 - (j) to the extent possible, fees are predictable, ascertainable and easy to understand.
- 10.3 ARMA will conform to and comply with the following when establishing, assessing, charging or collecting fees:

- (a) the fee will be reasonable and will reflect the direct and indirect costs, charges and expenses in respect to the function for which the fee is established, assessed, charged or collected;
- (b) before establishing, assessing, charging or collecting a fee, ARMA will:
 - i) engage in consultation with impacted stakeholders;
 - ii) following such consultation, provide notice of the proposed fee on the ARMA website;
 - iii) receive comments on the proposed fee during a comment period of at least 45 days after the proposed fee is posted on the website;
 - iv) following the conclusion of the comment period, publish a final version of the fee on the ARMA website, along with a description of how comments received during the comment period were considered in determining the final version of the fee;
 - v) put the fee into effect on a date specified by ARMA, which shall be not less than 30 days after the final version of the fee is published on the ARMA website;
- (c) each fee that is or has been established, assessed, charged or collected by ARMA will be publicly available on the ARMA website, along with the effective date of the fee , even if that fee has been subsequently amended, repealed, subsumed or otherwise changed;
- (d) notwithstanding anything in this section, each fee that is established, assessed, charged or collected will conform to and comply with the Fee Setting Policy referred to in Article 10.2.

10.4 ARMA will:

- (a) before establishing a new fee, provide to the Minister written notice of the fee and a written summary of the results of stakeholder consultations in relation to the fee, not less than 14 days prior to the date on which the fee is approved by the Board; and
- (b) before amending a fee or its Fee Setting Policy, provide written notice to the Minister outlining the nature of the proposed change and, if applicable, a written summary of the results of stakeholder consultations, not less than 14 days prior to the date on which the amendment is approved by the Board.

ARTICLE 11 – COMPLAINTS AND REQUESTS FOR CLARIFICATION

- 11.1** ARMA shall establish and maintain a formal, transparent process to receive and investigate complaints or requests for clarifications on matters related to ARMA’s administration and oversight of the matters described in the Regulation, excluding matters related to compliance or enforcement activities.
- 11.2** ARMA shall, in accordance with the process referred to in Article 11.1, make publicly available a summary of each complaint or request for clarification that ARMA receives, including:
 - (a) the nature of the complaint or request for clarification;
 - (b) the affiliation of the complainant or requestor; and

- (c) how the complaint or request for clarification was handled or disposed.

ARTICLE 12 – DISPUTE RESOLUTION PROCESSES

- 12.1 ARMA will establish and maintain a Dispute Resolution Policy that:
- (a) clearly outlines processes and mechanisms that will be used for resolving disputes amongst ARMA and the parties ARMA is overseeing in relation to Designated Material; and
 - (b) is satisfactory to the Minister.
- 12.2 The processes and mechanisms referred to in Article 12.1 must, at a minimum:
- (a) provide a mechanism for a Producer or Producer Responsibility Organization to submit a concern;
 - (b) provide an option for informal dispute resolution;
 - (c) provide an option for formal dispute resolution, such as an arbitration process;
 - (d) align with best practices in dispute resolution; and
 - (e) provide for the timely publication of complaints, resolutions and ARMA decisions on the ARMA website.
- 12.3 ARMA shall, for each dispute handled in accordance with the Dispute Resolution Policy, make publicly available a summary of each dispute, including:
- (a) the nature of the dispute;
 - (b) the affiliation of the parties to the dispute; and
 - (c) how the dispute was resolved.

ARTICLE 13 – REPORTING

- 13.1 In accordance with section 8 of the Regulation, ARMA shall provide a Business Plan in the form and manner and with the content required by the Minister not less than 30 days before the start of the fiscal year. The Minister will, in writing, acknowledge receipt of the Business Plan.
- 13.2 ARMA's Business Plan must include:
- (a) a description of ARMA's major activities and objectives for the fiscal year and for the following two fiscal years in respect of Designated Material;

- (b) a description of ARMA's plan to achieve the objectives referred to in subsection (a);
 - (c) performance measures that establish targets for the fiscal year;
 - (d) a description of any measures ARMA intends to take in the fiscal year with respect to the efficient management of ARMA in respect of Designated Material; and
 - (e) any other information that is required by this Agreement, the Regulation or at the Minister's request.
- 13.3 In accordance with section 8 of the Regulation, ARMA shall provide an Annual Report and audited financial statements in the form and manner and with the content required by the Minister not more than six months after the end of its fiscal year. The Minister will acknowledge receipt of the Annual Report.
- 13.4 ARMA's Annual Report must:
- (a) include audited financial statements in relation to Designated Material;
 - (b) account for how complaints related to the activities of ARMA in relation to Designated Material were responded to and resolved;
 - (c) provide a summary of any Advisory Council that has been established for Designated Material, including the purpose and membership of the council; and
 - (d) provide a summary on the achievement of targets and performance measurements.
- 13.5 The financial statements, or a note or schedule to the financial statements, must include a summary of remuneration and benefits paid to:
- (a) Board Members; and
 - (b) management personnel who report directly to the Board during the fiscal year.
- 13.6 The remuneration and benefits must be reported:
- (a) on an individual basis by name in the case of the persons referred to in Article 13.5 (a); and
 - (b) on an aggregate basis in the case of the persons referred to in Article 13.5 (b).

ARTICLE 14 – ADVISORY COUNCILS

- 14.1 The Ministry will establish a Transition Advisory Working Group which will have a mandate to provide advice and stakeholder input to the Ministry during the transition period between the date on which the Regulation comes into force and the date on which ARMA has established Bylaws in accordance with Article 8.3 of this Agreement.

- 14.2 ARMA shall establish one or more Advisory Councils, representing the interests of obligated and impacted stakeholders, which can provide advice to ARMA on matters related to carrying out its responsibilities in fulfillment of its mandate as identified under Article 4 of this Agreement.
- 14.3 The membership of the Advisory Council(s) collectively must include, but is not limited to, individuals representing:
- (a) Producers;
 - (b) Producer Responsibility Organizations;
 - (c) industries having interests in matters addressed by the Regulation;
 - (d) service providers; and
 - (e) communities.
- 14.4 Upon request of the Minister, ARMA will adjust its Advisory Council approach.

ARTICLE 15 – PRODUCER EXEMPTIONS FOR PART 1 DESIGNATED MATERIAL

- 15.1 Pursuant to its authority under subsections 5(u) and 15(1)(b) of the Regulation, ARMA will, by way of its Bylaws, exempt a Producer for the purposes of Part 1 of the Regulation from the requirements of Part 1 of the Regulation if the Producer has an annual gross revenue in Alberta less than \$1,500,000.
- 15.2 Pursuant to its authority under subsections 5(v) and 15(1)(c) of the Regulation, ARMA will, by way of its Bylaws, exempt a Producer for the purposes of Part 1 of the Regulation from the requirements of Part 1 of the Regulation if the Producer has an annual gross revenue in Alberta greater than \$1,500,000 but supplies for residential use in Alberta less than all of the amounts listed for the materials below.
- (a) 9 tonnes of paper per year.
 - (b) 2 tonnes of Rigid Plastic per year.
 - (c) 2 tonnes of Flexible Plastic per year.
 - (d) 1 tonne of glass per year.
 - (e) 1 tonne of metal per year.
- 15.3 ARMA will require a Producer that is exempted under Articles 15.1 or 15.2 of this Agreement to register with ARMA, provide reports to ARMA and maintain records that can be audited in accordance with ARMA's Bylaws.

- 15.4 Notwithstanding the revenue and tonnage amounts set out in 15.1 and 15.2, ARMA may amend the revenue or tonnage amounts in bylaws relating to those articles, provided ARMA first consults with the Minister regarding any proposed change.

ARTICLE 16 – COMMON COLLECTION SYSTEM FOR PART 1 DESIGNATED MATERIAL

- 16.1 ARMA will, by way of its Bylaws, develop common collection standards for the Common Collection System for Designated Material under Part 1 of the Regulation, which have the following elements:
- (a) the use of a Producer collaborative system that:
 - i) does not separate or isolate materials based on the producer; and
 - ii) collects all Designated Material identified in section 13(1) of the Regulation, unless the material is specifically exempted in ARMA's Bylaws;
 - (b) collection at curbside to single-family dwellings in accordance with the details and timelines specified in the Regulation;
 - (c) collection from multi-family dwellings in accordance with the Regulation and in accordance with following:
 - i) commencing on April 1, 2025, the frequency of collection from multi-family dwellings under section 18(1) of the Regulation is based on site-specific details of the multi-family dwelling so as to ensure that recycling storage does not overflow from the provided containers and remains compliant with the Alberta fire code; and
 - ii) commencing October 1, 2026, the frequency of collection from multi-family dwellings under section 18(2) of the Regulation is:
 - A. based on site-specific details of the multi-family dwelling so as to ensure that recycling storage does not overflow from the provided containers and remains compliant with the Alberta fire code; but
 - B. not required if the community authority does not have curbside waste collection service to single family dwellings and local depot sites maintained by the Producer are available to all residents;
 - (d) collection at depots in accordance with the details, service standards and timelines specified in the depot policy;
 - (e) material must be taken to registered processing facilities for sorting, storing, transport, treatment, recycling or disposal.
- 16.2 ARMA shall include in its Bylaws a reporting system for Producers, whereby Producers are obligated to report on how Producers have fulfilled obligations to be financially and operationally responsible for managing any material collected through the Common Collection System for Part 1 of the Regulation that is not Designated Material.

- 16.3 ARMA shall include in its Bylaws, standards for the curbside and depot Common Collection System for Part 1 of the Regulation. These standards may include clarity on curbside or depot specific collection of certain materials as approved by ARMA.
- 16.4 ARMA may, by way of its Bylaws, develop guidance regarding the classification of particular types of Designated Material (e.g., specifying that polystyrene is a Rigid Plastic.)
- 16.5 ARMA shall include in its Bylaws a process for reviewing the sufficiency of any alternative collection system for Designated Material under Part 1 of the Regulation (such as a mail back or return to retail system) before it is approved.
- 16.6 ARMA shall include in its Bylaws a process by which a community applies to register with ARMA in respect of Designated Material under Part 1 of the Regulation, in accordance with the following:
- (a) ARMA will accept applications for registration for a period of at least six (6) consecutive weeks from communities that wish to be registered communities under Part 1 of the Regulation as of April 1, 2025;
 - (b) to be a registered community under Part 1 of the Regulation as of April 1, 2025, a community must be registered with ARMA in accordance with the timelines identified in the Bylaws. The timelines set out in the Bylaws must be the same as any corresponding timelines set out in Schedule "B" to this Agreement;
 - (c) relevant information regarding communities that are registered with ARMA must be provided to Producers in accordance with the timelines identified in the Bylaws. The dates and timelines set out in the Bylaws must be the same as any corresponding dates timelines set out in the amended Schedule "B" to this Agreement.
- 16.7 ARMA will, by way of its Bylaws:
- (a) establish an "Initial Community Registration Deadline Date". The Initial Community Registration Deadline Date must be the same as any corresponding registration deadline date identified in Schedule "B" to this Agreement; and
 - (b) establish a process that enables a community to apply, at any time after the Initial Community Registration Deadline Date, to register with ARMA in respect of Designated Material under Part 1 of the Regulation, in accordance with the following:
 - i. a community that applies to register with ARMA after the Initial Community Registration Deadline Date is not considered a registered community under Part 1 of the Regulation as of April 1, 2025;
 - ii. there must be a reasonable waiting period between the date that a community referred to in clause (a) applies to register with ARMA and the date on which the community is considered a registered community under Part 1 of the Regulation;

- iii. ARMA will explicitly state the date on which a community referred to in clause (a) is considered a registered community under Part 1 of the Regulation.

ARTICLE 17 – COMMON COLLECTION SYSTEM FOR PART 2 DESIGNATED MATERIAL

- 17.1 ARMA will, by way of its Bylaws, develop common collection standards for the Common Collection System for Designated Material under Part 2 of the Regulation, which have the following elements:
 - (a) the use of a Producer collaborative system that:
 - i) does not separate or isolate materials based on the Producer;
 - ii) collects all Designated Material identified in section 22(1) of the Regulation; and
 - iii) ensures Designated Material is taken to registered processing facilities for sorting, storing, transport, treatment, recycling or disposal;
 - (b) all types of Designated Material identified in section 22(1) of the Regulation are collected at each permanent collection depot, permanent collection site, and collection event in accordance with the service standards outlined in section 25 of the Regulation.
- 17.2 ARMA shall include in its Bylaws a reporting system for Producers, whereby Producers are obligated to report on how Producers have fulfilled obligations to be financially and operationally responsible for managing any material collected through the Common Collection System for Part 2 of the Regulation that is not Designated Material.
- 17.3 ARMA shall develop in its Bylaws a process for reviewing the sufficiency of any alternative collection system for Designated Material under Part 2 of the Regulation (such as a mail back or return to retail system) before it is approved.
- 17.4 ARMA will, by way of its Bylaws, establish a process by which a community applies to register with ARMA in respect of Designated Material under Part 2 of the Regulation, in accordance with the following:
 - (a) ARMA will accept applications for registration for a period of at least six (6) consecutive weeks from communities that wish to be communities registered with ARMA under Part 2 of the Regulation as of April 1, 2025;
 - (b) to be a community registered with ARMA under Part 2 of the Regulation as of April 1, 2025, a community must be registered with ARMA in accordance with the timelines identified in the Bylaws. The timelines set out in the Bylaws must be the same as any corresponding timelines set out in Schedule “B” to this Agreement;
 - (c) relevant information regarding communities that are registered with ARMA by certain dates must be provided to Producers in accordance with the timelines identified in the Bylaws.

The dates and timelines set out in the Bylaws must be the same as any corresponding dates timelines set out in Schedule "B" to this Agreement.

17.5 ARMA will, by way of its Bylaws:

(a) establish an "Initial Community Registration Deadline Date". The Initial Community Registration Deadline Date must be the same as any corresponding registration deadline date identified in Schedule "B" to this Agreement; and

(b) establish a process that enables a community to apply at any time to register with ARMA in respect of Designated Material under Part 2 of the Regulation, in accordance with the following:

i. a community that applies to register with ARMA after the Initial Community Registration Deadline Date is not considered a community registered with ARMA under Part 2 of the Regulation as of April 1, 2025;

ii. there must be a reasonable waiting period between the date that a community referred to in subsection (a) applies to register with ARMA and the date on which the community is considered a community registered with ARMA under Part 2 of the Regulation;

iii. ARMA will explicitly state the date on which a community referred to in subsection (a) is considered a community registered with ARMA under Part 2 of the Regulation.

ARTICLE 18 – VERIFICATIONS FROM PRODUCERS

Part 1 of the Regulation

18.1 ARMA will, by way of its Bylaws, establish the form, manner and minimum requirements of a verification under section 16(4) of the Regulation, in accordance with the following:

(a) a verification must enable ARMA to determine, to its satisfaction, that a Producer has arrangements in place to meet its obligations under Part 1 of the Regulation;

(b) a verification must include, at a minimum, the following:

- i) identification of the community that the Producer will serve;
- ii) a description of how Designated Material in the community will be collected;
- iii) a description of how Designated Material in the community will be handled and processed to meet the material management requirements identified in section 19 of the Regulation;
- iv) evidence the Producer has contracts, agreements or other arrangements in place to fulfill its obligations under Part 1 of the Regulation, including its undertakings and commitments identified in above clauses (i) through (iii).

- 18.2** ARMA will submit to the Minister on or before any corresponding date identified in Schedule “B” or, in the absence of a date being specified in Schedule “B” upon reasonable notice from the Minister, a written report that contains the following:
- (a) a summary of the verifications it has received that meet the requirements established under ARMA’s Bylaws;
 - (b) a summary of the communities that are considered registered communities under Part 1 of the Regulation as of April 1, 2025;
 - (c) a summary of the extent to which verifications referred to in clause (a) cover communities referred to in clauses (b);
 - (d) a summary of any gaps that may exist in the coverage referred to in clause (c) along with an explanation of the steps ARMA will take to address those gaps; and
 - (e) identification of any issues or concerns that, in ARMA’s view, must be addressed and recommended steps to mitigate or address those issues or concerns.

Part 2 of the Regulation

- 18.3** ARMA will, by way of its Bylaws, establish a requirement that a Producer for the purposes of Part 2 of the Regulation submit a verification to ARMA that it has arrangements in place to meet its obligations to collect and manage Designated Material under Part 2 of the Regulation using:
- (a) a Common Collection System as identified in section 25 of the Regulation; or
 - (b) an alternative collection system that has been authorized by ARMA pursuant to section 25 (4) of the Regulation.
- 18.4** ARMA will, by way of its Bylaws, establish the form, manner and minimum requirements of a verification under Article 18.5 of this Agreement, in accordance with the following:
- (a) a verification must enable ARMA to determine, to its satisfaction, that a Producer has arrangements in place to meet its obligations under Part 2 of the Regulation;
 - (b) a verification must include, at a minimum, the following:
 - i) identification of the community that the producer will serve;
 - ii) a description of how Designated Material in the community will be collected;
 - iii) a description of how Designated Material in the community will be handled and processed to meet the material management requirements identified in section 26 of the Regulation;
 - iv) evidence the Producer has contracts, agreements or other arrangements in place to fulfill its obligations under Part 2 of the Regulation, including its undertakings and commitments identified in above clauses (i) through (iii).

- 18.5 ARMA will submit to the Minister on or before any corresponding date identified in Schedule "B" or, in the absence of a date being specified in Schedule "B" upon reasonable notice from the Minister, a written report that contains the following:
- (a) a summary of the verifications it has received that meet the requirements established under ARMA's Bylaws;
 - (b) a summary of the communities that are considered registered communities under Part 2 of the Regulation as of April 1, 2025;
 - (c) a summary of the extent to which verifications referred to in clause (a) cover communities referred to in clauses (b);
 - (d) a summary of any gaps that may exist in the coverage referred to in clause (c) along with an explanation of the steps ARMA will take to address those gaps; and
 - (e) identification of any issues or concerns that, in ARMA's view, must be addressed and recommended steps to mitigate or address those issues or concerns.

ARTICLE 19 – INSURANCE

- 19.1 ARMA must, at its own expense and without limiting its liabilities or obligations herein, obtain and maintain the following minimum insurance coverage and conditions in accordance with the *Alberta Insurance Act*, RSA 2000, c. I-3:
- (a) general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof;
 - (b) automobile liability insurance on all vehicles owned or licensed in the name of ARMA and used in the performance of its mandate under Article 4 in an amount not less than \$2,000,000;
 - (c) errors and omissions insurance in an amount not less than \$1,000,000 per claim insuring its liability resulting from the performance of its mandate under Article 4 of this Agreement. This insurance is required to remain in place for a period of 36 months following the removal of ARMA as the management body for Designated Material under Part 1 and Part 2 of the Regulation and this condition may be satisfied with a 36 month extended reporting period; and
 - (d) directors' and officers' insurance in an amount not less than \$2,000,000 per claim insuring its liability for any wrongful acts by its directors and officers made in the performance of their duties.
- 19.2 Evidence of all required insurance, in the form of a detailed certificate of insurance, acceptable to the Minister, must be promptly provided to the Minister at the date to which the Agreement becomes effective, annually thereafter and at any other time requested by the Minister. Upon

the Minister's request, ARMA must provide the Minister with certified copies of all required insurance policies.

- 19.3 ARMA shall ensure that all its subcontractors obtain and maintain the type of coverage and limits of insurance specified in this Agreement as applicable to the subcontractor's operations.
- 19.4 All required insurance, with the exception of the automobile liability insurance, must be endorsed to provide the Minister with 30 days advance written notice of cancellation of insurance coverage, including non-payment of premium.

ARTICLE 20 – LITIGATION

- 20.1 Upon ARMA becoming aware that there is a reasonable possibility of impending litigation in relation to the performance of its mandate under Article 4 of this Agreement, ARMA will immediately:
- (a) give the Minister notice of the possibility of impending litigation; and
 - (b) comply with any requests, instructions or orders made by the Minister regarding the preservation and security of Records.

ARTICLE 21 – INDEMNITY AND LIABILITY

- 21.1 ARMA agrees to indemnify and hold harmless the Minister, its employees and agents against and from any and all third-party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from:
- (a) ARMA's breach of this Agreement; or
 - (b) the negligence, other tortious act or wilful misconduct of ARMA, or its employees, agents or subcontractors, in relation to the performance of its obligations under this Agreement.
- 21.2 The Minister agrees to indemnify and hold harmless ARMA, its directors, officers, employees and agents against and from any and all third-party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from:
- (a) the Minister's breach of this Agreement; or
 - (b) the negligence, other tortious act or wilful misconduct of the Minister, its employees, or agents, in relation to the performance of its obligations under this Agreement.
- 21.3 Nothing in this Agreement is intended as a contractual waiver or modification of the statutory protections from liability of the Minister and ARMA under the Act.

ARTICLE 22 – COMPLIANCE AND ENFORCEMENT POLICIES AND GUIDELINES

- 22.1 It is understood that the Ministry is the responsible authority for conducting inspections and investigations to ensure compliance with the Act and the Regulation.
- 22.2 Where ARMA becomes aware of an alleged contravention of the Act or the Regulation, ARMA will provide the Ministry with all available details regarding the alleged contravention as soon as possible, using established reporting processes in the Ministry's Compliance Assurance Program.
- 22.3 It is understood that ARMA is the responsible authority for undertaking inspections and audits for the purposes of verifying compliance with its Bylaws.
- 22.4 When undertaking inspections and audits for the purposes of verifying compliance with its Bylaws, ARMA will adopt a risk-based approach in accordance with the following:
- (a) the risk-based approach will follow a risk-based compliance framework that:
 - i) is established by ARMA; and
 - ii) is aligned with the Ministry's Compliance Assurance Framework;
 - (b) decisions made in support of the risk-based compliance framework will be supported and guided by a Procedural Fairness Policy that is established and maintained by ARMA;
 - (c) the risk-based approach shall consist of the following elements:
 - i) identifying the non-compliance of the party;
 - ii) identifying the level of knowledge and understanding the party has of the issue, their capacity to comply, and their previous compliance performance; and
 - iii) identifying the reason for the non-compliance.
- 22.5 ARMA must undertake appropriate consultation with stakeholders regarding any proposed amendments to the risk-based compliance framework or the Procedural Fairness Policy, prior to the approval of those amendments by the Board.
- 22.6 ARMA will provide a copy of the risk-based compliance framework to the Ministry upon request.
- 22.7 ARMA may, by way of its Bylaws, establish:
- (a) amounts payable by a person who contravenes a Bylaw; and
 - (b) fees payable by a Producer or a Producer Responsibility Organization to recover costs associated with carrying out compliance and enforcement under the bylaws against that particular Producer or Producer Responsibility Organization, including activities related to that enforcement but not including routine audits and inspections; and
 - (c) interest that is payable on any amounts or fees that are not paid as required.
- 22.8 No amount or fee referred to in Article 22.7 (a) of this Agreement will exceed the maximum penalty value for each contravention or for each day on which the contravention occurs and

continues that is described in section 3 of the Administrative Penalty Regulation, AR 23/2003, as amended or replaced from time to time.

- 22.9 ARMA will provide a report to the Minister on an annual basis describing compliance activities that have been undertaken during the year in respect of contraventions of its Bylaws relating to Designated Material.

ARTICLE 23 – DATA COLLECTION AND INFORMATION MANAGEMENT

- 23.1 It is understood that:

- (a) information collected by ARMA is important for the proper administration and oversight of the matters for which ARMA is responsible in relation to its mandate as identified in Article 4 of this Agreement;
- (b) registered parties will provide information to ARMA that may include information that is commercially sensitive in nature and, as such, the individuals and organizations providing that information are entitled to and should be provided assurance that their information will be kept confidential and only used by ARMA for the purposes of fulfilling its mandate as identified in Article 4 of this Agreement; and
- (c) information collected from registered parties will be limited to information that ARMA has identified as necessary to fulfill its mandate as identified in Article 4 of this Agreement.

- 23.2 ARMA will be committed to protecting confidential information received while also allowing access to public information in accordance with applicable legislation.

- 23.3 ARMA will develop and maintain an Access and Privacy Code that:

- (a) addresses, at a minimum, the following:
 - i) issues of access to information;
 - ii) protection of all confidential information, including Personal Information and commercially sensitive information (including any commercially sensitive information that relates to the Producer's supply of, or management of, a Designated Material); and
 - iii) effective procedural remedies;
- (b) protects privacy and provides access in accordance with the principles of relevant privacy and access legislation; and
- (c) is made publicly available on the ARMA website.

- 23.4 In addition to any applicable legislation related to privacy, access or the provision of information, ARMA will comply with its Access and Privacy Code.

- 23.5 ARMA will provide the Minister with notice of, and a copy of, any proposed amendment to the Access and Privacy Code at least 30 days prior to approval of the amendment by the Board.

- 23.6 ARMA shall designate a person to be responsible for matters under FOIP.
- 23.7 If a request for access to information under FOIP is made, ARMA shall:
- (a) in the case of a request made directly to ARMA, immediately direct the request to the Ministry's Freedom of Information and Protection of Privacy Coordinator; and
 - (b) in every case, comply with such directions regarding the request as may be provided by the Ministry's Freedom of Information and Protection of Privacy Coordinator.
- 23.8 ARMA shall designate a person to be responsible for records management matters.
- 23.9 ARMA agrees that the Minister is authorized to disclose information reported by ARMA under Article 13 of this Agreement, and this clause constitutes any authorization or waiver by ARMA to disclose that information.

ARTICLE 24 – RESOLVING DISPUTES PERTAINING TO THIS AGREEMENT

- 24.1 The parties agree to use their best efforts to resolve any disputes between them as efficiently and cost effectively as possible.
- 24.2 NEGOTIATIONS - the parties will:
- (a) make good faith efforts to resolve all disputes by “without prejudice” discussions;
 - (b) ensure their representatives will meet, negotiate in good faith and try to resolve each dispute, controversy or any claims arising from this agreement, or breach of it; and
 - (c) provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.
- 24.3 Subject to Articles 24.4 and 24.11, if a dispute cannot be resolved through negotiations in good faith, the Minister and ARMA may agree to resolve the dispute through arbitration or mediation. If the parties agree to arbitration or mediation, the dispute must be resolved in accordance with Articles 24.4 to 24.13.
- 24.4 ARBITRATION – Where the parties agree to submit a matter to arbitration as set out in Article 24.3:
- (a) there will be only one arbitrator;
 - (b) the seat of arbitration must be the City of Edmonton;
 - (c) the arbitrator will apply the laws of Alberta and the federal laws of Canada applicable in Alberta; and

- (d) notwithstanding clause (b), in person meetings and hearings may take place wherever the parties and the arbitrator agree to hold them, failing agreement, in person meeting and hearings must take place in the seat of arbitration.
- 24.5 Subject to the laws of Alberta, the arbitrator must have the sole and exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of the agreement of the parties to arbitrate including, but not limited to, any claim that all or any part of the parties' agreement to arbitrate is void or voidable.
- 24.6 If the agreement to arbitrate is found not to apply because of a decision by the arbitrator, any dispute that has arisen or may arise must be resolved exclusively by a court located in Edmonton, Alberta and the parties agree to submit to the personal jurisdiction of the courts located in Edmonton, Alberta to litigate all such claims or disputes.
- 24.7 Subject to the laws of Alberta, any arbitration award will be final and binding and will not be subject to any appeal on questions of law, fact or mixed law and fact.
- 24.8 Judgment on the arbitration award may be entered in any court having jurisdiction thereof, however, any arbitration award will be stayed pending:
- (a) the expiry of the time allowed under the rules applicable to or established with respect to the arbitration for a party to request an interpretation or correction of the arbitration award; and
 - (b) if a request for the interpretation or correction of the arbitration award is made, the date of receipt of the interpretation, correction or additional award from the arbitrator.
- 24.9 Subject to the laws of Alberta, all claims filed contrary to this agreement to arbitrate must be considered improper. Should either party file a claim contrary to this arbitration agreement the other party may recover its legal fees and expenses on a solicitor and client basis in defending the improper claim, if upon receipt of notice the party filing a claim contrary to this provision has failed to promptly withdraw the claim.
- 24.10 During the dispute resolution process, the parties agree to act reasonably, diligently and in good faith and to continue an open dialogue with each other to reach a solution satisfactory to both parties.
- 24.11 MEDIATION - Any dispute in relation to this Agreement may be addressed by the parties by mediation pursuant to Article 24.12; provided that the any such discussions or mediation will not prevent or delay a party from proceeding to arbitration in accordance with this Article in the event the party perceives, in its sole opinion, that "without prejudice" discussions or mediation will not result in a timely resolution of the dispute.
- 24.12 In the event the parties agree to attempt to resolve the dispute through mediation, the mediation will be conducted in accordance with the following:
- (a) Notice: Either party to the dispute may submit to the other party a notice of intent to mediate. The notice will be in writing and will specify the issues in dispute.

- (b) Selection of mediator: The parties agree to jointly select a mediator.
 - (c) Location: The mediation will be held in Edmonton, Alberta, at premises other than the ARMA office or at such other location as may be agreed between the parties.
- 24.13 All information exchanged during the “without prejudice” discussions or mediation will be regarded as “without prejudice” communications for settlement negotiations and will be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by its use during the negotiations.
- 24.14 The parties agree that the representatives selected to participate in any dispute resolution process will be the ones who have the authority required to settle the dispute or who have a rapid means of obtaining that authority.

ARTICLE 25 – INTERIM EXTENDED PRODUCER RESPONSIBILITY REVIEW

- 25.1 ARMA shall, upon direction of the Minister:
- (a) develop and submit to the Minister a written plan for reviewing the matters regarding extended producer responsibility for which ARMA has been granted administration and oversight under the Regulation and this Agreement;
 - (b) implement the plan as directed by the Minister; and
 - (c) provide a final report regarding the results of the review to the Minister.

ARTICLE 26 – ASSESSING ARMA PERFORMANCE IN RELATION TO MANDATE

- 26.1 ARMA will, at the direction of the Minister or not later than January 31, 2030:
- (a) develop and submit to the Minister a written plan for assessing the performance of ARMA in respect of fulfilling its mandate as identified in Article 4 of this Agreement;
 - (b) implement the plan as directed by the Minister; and
 - (c) provide a final report regarding the results of the review to the Minister.

ARTICLE 27 – ENTIRE AGREEMENT

- 27.1 This Agreement contains the entire agreement of the parties concerning the subject matter of this Agreement and except as expressed in this Agreement, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.

ARTICLE 28 – JURISDICTION

- 28.1 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereby agree that any dispute arising out of or in relation to this Agreement shall be deemed in Alberta. Where the parties appear before the courts of the Province of Alberta, the Government does not waive any immunity or privilege that it enjoys in relation to the jurisdiction of those courts.

ARTICLE 29 – AMENDING THE AGREEMENT

- 29.1 The Minister may serve notice on ARMA that an amendment to this Agreement is required and shall provide such notice in writing to the Chair. The parties agree that ARMA shall be able to suggest appropriate amendments to the terms of this Agreement to the Minister at any time.
- 29.2 Any changes to the terms of this Agreement shall be by written amendment signed by both parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

ARTICLE 30 – TERMINATION

- 30.1 This Agreement will automatically terminate, on five (5) days' written notice to ARMA, of:
- (a) the repeal of the Act, without replacement;
 - (b) the repeal of the Regulation, without replacement; or
 - (c) the amendment of the Regulation to remove ARMA as the management body for Designated Material under Part 1 and Part 2 of the Regulation.
- 30.2 Either party may terminate this Agreement on twelve (12) months' written notice without cause.
- 30.3 In the event the Regulation is amended to remove ARMA as the management board, the parties agree to planning, in good faith, the winding down of ARMA's role, such planning to include arrangements to discharge or transfer liabilities and obligations of ARMA to another entity for the explicit purpose of ongoing operation of the EPR Oversight System. In this regard, the Government has not, and will not, assume any of ARMA's debt obligations, nor has it or will it act as a guarantor of any loans that ARMA may decide to acquire in order to operate the EPR system.
- 30.4 The Government's ability to engage in the good faith arrangements to assist ARMA under Article 30.3, are limited by its legislative restrictions, including but not limited to the provisions of the *Financial Administration Act*, RSA 2000, c. F-12 and its regulations as well as the rules and Directives of Treasury Board.

- 30.5 Article 30.3 only survives for a period of seven years commencing from the date that ARMA first receives financing for the explicit purpose only of operating the EPR system, and in any event expires no later than December 31, 2030.

ARTICLE 31 – TERM OF AGREEMENT

- 31.1 The parties agree to undertake a review of this Agreement no later than 5 years after the effective date.
- 31.2 This Agreement will continue on the same terms and conditions upon completion of any review unless amended or terminated, in accordance with this Agreement.

ARTICLE 32 – GENERAL

- 32.1 Notwithstanding any other provision of this Agreement, those clauses which by their nature continue after the conclusion or termination of this Agreement shall continue after such completion or termination, including without limitation the following:
- (a) Article 10 Financial Matters;
 - (b) Article 13 Reporting;
 - (c) Article 21 Indemnity and Liability;
 - (d) Article 23 Data Collection and Information Management;
 - (e) Article 30 Termination.
- 32.2 This Agreement will inure to the benefit of and is binding upon the Minister and ARMA and their respective successors.
- 32.3 No provision of this Agreement will be deemed to be waived unless such waiver is in writing. A waiver of a default committed by either party will not extend or be deemed to extend to any other default.
- 32.4 Each party will be responsible for the payment of all costs, expenses or legal fees or disbursements it incurred in negotiating and preparing the Agreement.
- 32.5 The invalidity of any provision in this Agreement will not affect the validity of the Agreement or any other provision in it. This Agreement will be construed as if any invalid provision was severed from it.
- 32.6 ARMA must make this Agreement public on their website at a time determined in consultation with the Ministry.

Signatures


Minister, Environment and Protected Areas


Chair, Alberta Recycling Management Authority

SCHEDULE A to the Administration and Oversight Agreement:
Information Sharing Protocol

This Schedule "A" outlines information sharing protocols recognizing that ARMA shall respond in an expeditious manner to all requests made by the Minister, including requests related to:

- (a) the governance of ARMA;
- (b) ARMA's carrying out of its duties and exercising its powers under the Regulation;
- (c) the Agreement; or
- (d) a policy direction issued by the Minister.

This Schedule "A", including the chart below, outlines information sharing protocols relating to key areas; however, ARMA is expected to respond promptly to all requests made by the Minister. The Ministry will make reasonable efforts to promptly share information with ARMA that is necessary to allow ARMA to carry out its mandate and responsibilities under the Act and the Regulation.

Unless specifically outlined in this Schedule "A", when making information requests of ARMA, the Minister shall inform ARMA of the timeframe in which the information is required.

Each of the parties shall designate an individual who will be the primary contact for all issues and communications related to the Agreement and the Act and Regulation.

In addition, the individuals designated by ARMA and the Minister shall meet, as necessary, to discuss and review any necessary changes related to the proper administration of this Schedule "A" and to discuss any other matters.

Item	Description	Ministry Responsibility	ARMA Responsibility
Information Requests	Information requests made by the Minister	The Minister or Ministry shall make reasonable efforts to share with ARMA the context in which the request for information is being made.	ARMA shall respond in an expeditious manner to all requests made by the Minister or Ministry.
Annual Report	Annual Report for Minister review and comment prior to final approval by the Board	Once the Minister receives the Annual Report, the Minister or the Ministry shall make reasonable efforts to review and provide comment to ARMA as soon as reasonably possible.	ARMA shall enable the Minister to review and comment on ARMA's Annual Report by providing the Minister with a copy of the Annual Report at least six (6) weeks prior to final approval by the Board.
Business Plans	Business Plan for Minister review and comment prior to final approval by the Board.	Once the Minister receives the Business Plan, the Minister shall make reasonable efforts to review and provide comments to ARMA as soon as reasonably possible.	ARMA shall enable the Minister to review and comment on ARMA's Business Plan by providing the Minister with the Business Plan at least six (6) weeks prior to final approval by the Board.

Fee Development	Update on the fees as they are developed, including ARMA's approach, consultation and proposed changes to fees or fee-setting approach. A summary of proposed changes and stakeholder consultation should be provided at least fourteen days before the board approves the fees.	The Ministry will review the updates and follow up with ARMA, as needed.	ARMA informs the Ministry and provides relevant details.
Bylaws	Bylaws for Minister information prior to submitting to the board for approval.	The Ministry will review the updates and follow-up with ARMA as needed.	ARMA shall provide its Bylaws to the Minister for information prior to providing them to the board for review and approval.

SCHEDULE B to the Administration and Oversight Agreement: Implementation Schedule

The parties intend to amend this agreement to include an Implementation Schedule. By signing, representatives agree to the following dates outlined in this schedule.