Membership Accession Agreement to the Collective System for the Management of Household Pharmaceutical Waste

This agreement is made today, _____, in _____ between:

GREEN DOT (CYPRUS) PUBLIC CO LIMITED, a non-profit company incorporated under the Laws of the Republic of Cyprus, with its registered office at 229 Tseriou Avenue, 2047 Strovolos, Nicosia, Registration No. 139858, hereinafter referred to as **"Green Dot"**, operating under the trade name **"MediCycle"**;

and

_____,
a company incorporated under the laws of _____,
with its registered office at _____

_____ (address), Registration No. _____.
This company will hereinafter be referred to as the "**Producer"**.

Whereas:

I. The **Waste (Management of Household Pharmaceutical Waste) Regulations of 2023**, issued by the Council of Ministers under subsections (4) of Article 23 and Article 54 of the Waste Law of 2011, address household pharmaceutical waste and have been incorporated into legislation as "Waste (Management of Household Pharmaceutical Waste) Regulations of 2023", enacted on March 24, 2023 (hereinafter the "Law"), together with the regulations based on it (hereinafter the "Regulations").

II. Under the Law, producers of pharmaceutical products are obliged, either individually or collectively, to ensure the operation of a system for managing household pharmaceutical waste. This system must allow holders of such waste to separate it at the source and return it, in its original packaging, free of charge to designated collection points. The waste must be managed in a way that primarily ensures reduction or elimination of negative environmental impacts.

III. A requirement for membership in the collective household pharmaceutical waste management system is the conclusion of this **Membership Accession Agreement**, which defines the obligations of both the member and the system. Upon registration of the Producer into the collective system under the terms and conditions of this Agreement and the primary agreement (which forms an integral part of this document), MediCycle shall undertake the collection of such waste.

IV. In light of the above, the Producer agrees to participate in MediCycle under the terms defined in this Agreement, and MediCycle shall undertake the collection of household pharmaceutical waste from designated collection points.

Article 1: Definitions

1.01. "Agreement" means this document as signed, including any amendments or additional elements agreed upon in the future.

1.02. "Law" refers to the **Waste (Management of Household Pharmaceutical Waste) Regulations of 2023**, issued by the Council of Ministers under the Waste Law of 2011.

1.03. "Household pharmaceutical waste" includes medicinal products, such as:

- (a) Homeopathic medicines
- (b) Investigational medicines
- (c) Herbal medicines

that are generated by household users and become waste when:

- (aa) Their expiration date has passed, or further use is not recommended.
- (bb) They have been exposed to conditions or handling that raise doubts about their quality.
- (cc) For any other reason, they are deemed rejectable.

1.04. "Pharmaceutical product producer" or "Producer" means any legal or natural person operating in the Republic holding a wholesale or manufacturing license for pharmaceutical products.

Article 2: Purpose

The purpose of this Agreement is compliance with Annex II, Paragraph 10 of Regulation (KDP 80/2023), which requires producers to sign this agreement to be considered members of the collective household pharmaceutical waste management system.

Article 3: Territory

This Agreement applies within the territory controlled by the Republic of Cyprus ("Territory"). MediCycle's services are strictly limited to waste placed on the market within this Territory.

Article 4: Waste Declarations

4.01. To fulfil its obligations, the Producer must submit **quarterly declarations** of the actual quantities of household pharmaceutical waste placed on the market. Declarations must be submitted within **15 days of the end of each quarter** with supporting documentation. Quarters are:

- January – March
- April – June
- July – September
- October – December

4.02. The declaration format is in Annex 1. MediCycle may update the format with at least three months' notice before the end of a quarter.

4.03. Declarations must be certified as true by the Producer's authorized personnel.

4.04. MediCycle may conduct audits (internal or external, with notice) to verify the accuracy of declarations.

Article 5: Registration Fees

A non-refundable registration fee of **€50 + VAT** is due upon signing this Agreement.

Article 6: Member Participation Certificate Renewal

MediCycle issues annual certificates to Producers who meet all obligations.

Article 7: System Contributions

7.01. Starting **01/08/2024**, Producers shall pay **quarterly contributions** to fund the waste collection process.

7.02. Contributions apply to waste quantities placed on the market, as declared.

7.03. Invoices are issued quarterly and due within **30 days**. Late payments incur **2% interest**.

7.04. Payments may be made by bank transfer, cheque, or other approved methods. Bank fees are the Producer's responsibility. Disputes must be submitted by **registered mail within 30 days** of invoice issue.

7.05. Contributions are based on the number of pharmaceutical units placed on the market.

7.06. Late declarations incur a **2% penalty** on the quarterly amount. If after six months (from Article 4.01), the declaration is still missing, MediCycle may **terminate the Agreement** with written notice and a **15-day grace period**.

7.07. False declarations may result in:

- Owed unpaid contributions + interest + audit costs
- On second offense, **termination of the Agreement at MediCycle's discretion**

Article 8: System Approval

8.01. MediCycle collects household pharmaceutical waste from collection points and relieves the Producer of this responsibility.

8.02. MediCycle keeps a registry of all Producers under agreement.

Article 9: Duration

Effective from **14/06/2024** and aligns with MediCycle's license. Producers must remain members for at least **two (2) years** or until the license expires—whichever is longer—and may not join another licensed system during that time.

Article 10: Termination

10.01. The Agreement terminates automatically if MediCycle's license is permanently revoked. MediCycle is not liable for damages unless due to gross negligence or wilful misconduct.

10.02. The Producer may request termination if MediCycle fails to address a violation within **30 days**.

10.03. MediCycle may terminate without legal intervention if:

- The Producer fails to pay within **15 working days** of a registered demand letter
- There's a serious breach uncorrected within **10 working days** or with no satisfactory explanation

10.04. Early termination becomes effective automatically with **written registered notice** from one party to the other.

10.05. Termination does not cancel obligations under the Agreement. Outstanding invoices become due. Any prepaid fees post-termination is **non-refundable** and considered liquidated damages to MediCycle.

Article 11: General Provisions

11.01. Notices & Address:
All notices must be sent via registered mail with receipt confirmation. Notices will be sent to the Producer's address unless otherwise updated.

11.02. Non-Transferability:
The Producer may not assign this Agreement without written consent from MediCycle.

11.03. Governing Law:
This Agreement is governed by the laws of the Republic of Cyprus. Disputes shall be resolved by Cypriot Courts.

11.04. Liability:
MediCycle is not liable for damages unless due to intentional acts or gross negligence.

11.05. Amendments:
Any amendments must be in writing and signed by authorized representatives.

11.06. All provisions are essential.

11.07. Supersedes Prior Agreements:
This Agreement replaces all prior oral or written agreements on this subject.

11.08. Annexes:
Annexes are integral to this Agreement.

Signed in duplicate on _____, Date: _____

Witness **Parties**

1. _____ **MediCycle**

Full Name: _____ _____

1. _____ **Producer**

Full Name: _____ _____

ANNEX 1

	DECLARATION FOR THE PERIOD FROM …… TO …… 202..					
1	Company Name:		**Official use only**			
2	Company Registration Number:		Received date		Net €	**0.00**
3	VAT Registration Number:		Received by		Vat €	**0.00**
4	Reporting Period:		Noted by		Total €	**0.00**
5	Date of Completion:		Approved by			
6	Responsible Person:					
7	Telephone Number:					
	TYPE OF PHARMACEUTICAL PRODUCT	**Pieces**	**Charges €**	**Total €**	**VAT 19% €**	**Total €**
1	Blister		**0.01**	0.00	0.00	0.00
2	Glass Container		**0.01**	0.00	0.00	0.00
3	Plastic Container		**0.01**	0.00	0.00	0.00
4	Plastic Containers with Inhalants		**0.01**	0.00	0.00	0.00
5	Plastic Tubes		**0.01**	0.00	0.00	0.00
6	Plastic Units in Eye Drops		**0.01**	0.00	0.00	0.00
7	Other		**0.01**	0.00	0.00	0.00
	Total	**0.00**		**0.00**	**0.00**	**0.00**