

CQA License Agreement

This License Agreement (“Agreement”) is entered into between the Licensee identified below and The Composting Council of Canada (“CCC”). The CCC is a non-profit corporation that has the exclusive Canadian rights to own and operate the Compost Quality Alliance program (“CQA”). The CCC and the Licensee agree to the terms and conditions contained in this Agreement.

1. Definitions

In this agreement

- a) **‘Licensee’** means the licensee who has executed this Agreement and who has provided in writing to the CCC all of the application information set out in schedule “A” to this Agreement.
- b) **‘Compost Product’** means a solid mature product resulting from composting, which is a managed process of bio-oxidation of a solid heterogeneous organic substrate including a thermophilic phase.
- c) **‘CQA’** means the Compost Quality Alliance program administered by the CCC and described more fully in Schedule “B”, as such schedule may be revised or replaced by the CCC from time to time.
- d) **‘Certificate’** means a certificate issued by the CCC to the Licensee with respect to a specific Compost Product that has been manufactured, blended or distributed by the Licensee. The purpose of such certificate is to confirm that the Licensee is a licensee in the CQA program that the specific Compost Product of the Licensee has been determined, as of the date of the certificate, to be in compliance with the CQA program.
- e) **‘CQA mark’** means the name Compost Quality Alliance and is subject to the terms and conditions set out in the Non-Exclusive License to Use and Display the Compost Quality Alliance mark and logo, set out in Schedule “C” to this Agreement.
- f) **‘CQA logo’** means the logo described in and subject to the terms and conditions set out in the Non-Exclusive License to Use and Display the Compost Quality Alliance mark and logo, set out in Schedule “C” to this Agreement.

g) **‘Approved Laboratories’** means the approved analytical laboratories, set out in the attached Schedule “E”. The CCC may, in its absolute discretion, amend the list of approved laboratories from time to time. Any analytical laboratories listed in Schedule “E” must confirm to the CCC on a continuing basis that they are capable of and will complete tests on Compost Products in accordance with the Schedule “B” to this Agreement.

h) **‘Effective Date’** means the date upon which all parties have executed this Agreement.

2. **Compost Quality Alliance Program**

2.1 The CCC has exclusive authority to implement and administer the Compost Quality Alliance program, the objectives of which are to ensure that specific compost products that are labeled or otherwise identified in accordance with this Agreement, have been sampled and tested in accordance with specific methods set out in the Schedule “B” to this Agreement by the Approved Laboratories.

2.2 The Licensee will sample the Compost Product in accordance with Schedule “B” of this Agreement, have an Approved Laboratory test the Compost Product in accordance with Schedule “B” to this Agreement and will otherwise fully comply with all of the Licensee’s obligations set out in this Agreement.

2.3 If the Licensee is only a packager or distributor of the Compost Product (**“Distributor Licensee”**) and the Distributor Licensee has sourced the Compost Product from another CQA licensee (**“Manufacturing Licensee”**), the Distributor Licensee may request that the CCC accept the analytical reports acquired by the Manufacturer Licensee to satisfy the obligations of the Distributor Licensee to file analytical reports from an Approved Laboratory. The CCC has the absolute discretion to determine whether or not it will permit the Distributor Licensee to file the Manufacturer Licensee’s analytical reports as the Distributor Licensee’s analytical reports.

2.4 The Licensee will use reasonable efforts to display the CQA mark and logo on its products as permitted under this Agreement and in informational, advertising and promotional materials related to such products.

2.5 The CCC will establish a separate section on its website from time to time which will list the names and addresses of CQA Licensees in good standing, and may also provide contact information, email addresses and internet links for such CQA Licensees.

3. Return of Certificate

The Licensee acknowledges that any certificate related to the CQA issued to the Licensee by the CCC is the property of the CCC and shall be immediately returned to the CCC if the CCC determines, in its absolute discretion, that the Licensee has failed at any time to comply with any of the terms and conditions contained in this Agreement.

4. Indemnification

4.1 The Licensee shall indemnify and hold the CCC harmless from and against any claims, liabilities or actions brought by any person against the CCC for any losses, damages, liabilities, costs or injuries, including reasonable legal fees and disbursements arising directly or indirectly from the sale, use, application, labeling, testing or certification of the Licensee's products.

4.2 The obligations of the Licensee set out in section 4.1 shall survive the termination or expiry of this Agreement.

5. Authority

By executing this document, each signatory represents that the entity on behalf of which he or she is signing is authorized to be bound by it, and that he or she has the authority to bind that entity.

6. Fees

6.1 The Licensee will pay to the CCC at the time of any application for a license or a renewal of a license the fees set out in Schedule "D" to this Agreement

6.2 The CCC reserves the right to increase the annual fees set out in Schedule "D" for any given year by providing written notice to the Licensee at least 60 days prior to the next renewal term of this Agreement.

7. Duration and Termination of License

7.1 This Agreement will continue until August 31, 2005 and is subject to automatic renewal for successive terms of 12 months unless it is terminated in accordance with this Agreement.

7.2 The CCC may terminate this Agreement at any time if the Licensee violates or fails to comply with any provisions of this Agreement, however prior to any termination of this Agreement by the CCC, the CCC will consider the efforts of the Licensee and analytical results in light of the guideline set out in Schedule "G" to this Agreement.

- 7.3 Upon the termination of this Agreement, the Licensee will immediately exercise all reasonable commercial efforts to remove any CQA logos, from its product labels and remove any references to the CQA from its literature, advertisements or other written or electronic materials.
- 7.4 The Licensee may at any time, upon 30 days prior written notice withdraw from the CQA, provided that it complies with sections 3, 5 and 7.3 of this Agreement.
- 7.5 Notwithstanding the termination of this Agreement by the CCC, the Licensee shall not be entitled to and waives its rights for any refund of any License Fees paid to the CCC.
- 7.6 Upon termination, the Licensee may sell or dispose of any existing compost products that had already been labeled with the CQA mark and/or the CQA logo, provided that the compost product was sampled, analyzed and labeled in full compliance with this Agreement.
- 7.7 The Licensee must ensure within six (6) months following termination or expiry of this Agreement that any of the Licensee's compost products that have been labeled with the CQA mark and/or the CQA logo in compliance with this Agreement prior to its termination, must have the CQA mark and CQA logo removed or securely and completely covered.

8. Non-Exclusive License to Use and Display the CQA Mark and Logo

- 8.1 The Licensee shall at all times fully comply with all of the terms and conditions in the Non-Exclusive License to Use and Display the CQA mark and logo, which is attached as Schedule "C".
- 8.2 The CCC reserves the right to amend the requirements of Schedule "C" and the exhibits thereto based on the final form of CQA mark and logo that forms part of the Trade Mark application and registration in favour of the CCC.
- 8.3 Any breach by the Licensee of the terms or conditions Non-Exclusive License to Use and Display the CQA mark and logo will be construed as a breach of this Agreement and shall constitute grounds for the CCC to revoke the License issued to the Licensee.

9. Transfer of License or Certificate

The Licensee may not transfer this License under this Agreement or any Certificate issued by the CCC pursuant to this Agreement to any third party without the prior written consent of the CCC, which consent will not be unreasonably withheld. Any transferee of this License must execute and agree to be bound by all of the terms and conditions set out in this Agreement and the schedules thereto.

10. Compost Product Sampling

The Licensee will at all times, in relation to all compost products produced, blended, sold and/or marketed by the Licensee, ensure that all of its compost products are sampled in accordance with the methods set out in Chapter 2 of the TEST METHODS FOR THE EXAMINATION OF COMPOSTING AND COMPOST, 2002 jointly published by the United States Department of Agriculture and the United States Composting Council Research and Education Foundation.

11. Compost Product Testing and Analysis

11.1 The Licensee will at all times, in relation to all compost products produced, blended, sold and/or marketed by the Licensee ensure that all compost products are analyzed in accordance with the methods set out in Chapters 4, 5 and 7 of the TEST METHODS FOR THE EXAMINATION OF COMPOSTING AND COMPOST, 2002 jointly published by the United States Department of Agriculture and the United States Composting Council Research and Education Foundation, by forwarding compost product samples to one of the approved laboratories set out in the attached Schedule "E".

11.2 Any shipment of compost samples referred to in section 11.1 above shall be in compliance with the requirements set out in Schedule "B".

11.3 The Licensee shall be responsible for the payment of all analytical fees and other costs related to the analysis of any Compost Product.

12. Compost Product Labeling

12.1 The Licensee will at all times, in relation to all compost products produced, blended, sold and/or marketed by the Licensee ensure that all compost products are labeled in the manner set out in the attached Schedule "C" Exhibit 1.

12.2 In the event that the Licensee reasonably determines that any applicable laws require the Licensee to use a label that is inconsistent with the labeling set out in the attached Schedule "C.1", the Licensee shall immediately inform the CCC of such inconsistency, including particulars of any statute, regulation, policy or license condition that prohibits any element of the labeling set out in the attached Schedule "C" Exhibit 1.

13. Other Codes and Standards forming part of the CQA program

- 13.1 The Licensee shall at all times comply with such other standards or codes or practice adopted or established by the CCC for the CQA program from time to time.
- 13.2 In the event that the CCC, by a resolution of the CCC's board of directors, determines in its absolute discretion that the CQA program should require all licensees, including the Licensee, to comply with such other codes or standards related to compost products and compost production, storage, transportation, blending, marketing, testing, labeling or sale, the CCC shall provide the Licensee with written particulars of such additional code or standard.
- 13.3 If the Licensee does not object to any additional codes or standards adopted or established by the CCC for the CQA program within 30 days of receiving a copy of the written particulars of such additional code or standard, then such additional code or standard will be deemed to be an amendment to this Agreement and will be a binding requirement on the Licensee.
- 13.4 The Licensee acknowledges that the CCC will, from time to time, forward a list to the Canadian Food Inspection Agency, of the identity of the Licensees of the CQA program in good standing.

14. Compliance with Applicable Laws

The Licensee will fully comply at all times with all federal, provincial and municipal statutes, regulations, bylaws, policies and guidelines related to the collection, storing, handling, processing, labeling, transport, distribution and marketing of compost and compost related products, including, but not limited to those statutes and regulations listed in the attached Schedule "F".

15. Licensee Records Retention and Access

- 15.1 The Licensee will maintain a true copy of all records related to the sampling, testing and labeling of Compost Products for a minimum period of two (2) years.
- 15.2 The CCC or its authorized agent shall have access, at reasonable times and upon reasonable notice, to all of the Licensee's records, including, but not limited to analytical reports, related to the sampling, testing and labeling of Compost Products in order to assess compliance with this Agreement.
- 15.3 The CCC or its authorized agent shall have the right to inspect, at reasonable times and upon reasonable notice, the places where the Licensee manufactures, blends, stores or labels its compost products to ensure conformity with this Agreement.

- 15.4 The CCC or its authorized agent shall have the right, at reasonable times and upon reasonable notice, to remove any samples of any compost products that the Licensee has labeled or the CCC reasonably determines that the Licensee intended label with the CQA mark to verify compliance with this Agreement.
- 15.5 In the event that the CCC exercises any of its rights under this section 15 to inspect or copy any reports or other documentation, such information and documents will be treated by the CCC as confidential and any access, viewing or disclosure by the CCC shall be for the sole purpose of determining whether or not the Licensee is in compliance with this License Agreement and for no other purpose.

16. Agency, Partnership

This Agreement does not constitute any agency, joint venture, partnership or similar form of business arrangement between the Licensee and the CCC.

17. Default and Termination

- 17.1 Upon the occurrence of any default by the Licensee, the CCC may, at its option, terminate this Agreement by notice to the Licensee, whereupon the Licensee will be obligated to immediately discontinue the use or display of the CQA logo and must immediately cease to represent itself as a Licensee or participant in the CQA program.
- 17.2 In the event of any occurrence of any default by the Licensee of this Agreement, the CCC shall have, in addition to any other legal or equitable rights, the right to recover from the Licensee or former Licensee as the case may be, all reasonable legal fees and expenses incurred by the CCC to enforce any applicable provision of this Agreement against the Licensee.

18. Notice

- 18.1 Any notice required under this Agreement must be in writing and delivered by courier or registered mail to the other party at the address provided in this Agreement.
- 18.2 Any notice to the Licensee shall be forwarded to the address provided by the Licensee at the end of this Agreement.

18.3 Any notice to the CCC shall be forwarded to the following address:
The Composting Council of Canada
16 Northumberland Street
Toronto, Ontario, Canada M6H 1P7
Phone: 416 535 0240 Fax: 416 536 9892 Email: cqa@compost.org
Attention: Compost Quality Alliance

19. The Composting Council of Canada Membership

Those Applicants who are members of in good standing with The Composting Council of Canada will be entitled to a discount of their annual fees otherwise payable as a CQA Licensee, as set out in the attached Schedule “D”. In the event that the Licensee fails to maintain its membership status with The Composting Council of Canada, the Licensee will be required to make an immediate pro rata CQA license fee payment for such portion of the current License period in which they are no longer a member in good standing with the CCC.

20. Governing Laws

This Agreement and all matters related to the subject matter hereof will be governed, construed and enforced in accordance with the laws of the Province of Ontario, and all disputes arising under this Agreement shall be referred to, and the parties hereby agree to the jurisdiction of the Courts of appropriate jurisdiction in the City of Toronto, Province of Ontario.

21. Partial Invalidity

If any part of this Agreement, including the schedules, is deemed by a court of competent jurisdiction to be illegal or unenforceable, such provisions shall be deemed to have been deleted and the remainder of this Agreement, including the schedules, shall remain in full force and effect.

22. Entire Agreement

This Agreement, together with the Schedules thereto and the information and undertakings provided by the Licensee in its CQA Membership Application form, but subject to the provisions of Articles 8 and 13, represents the entire agreement between the parties and supersedes all prior agreements and understandings.

23. Schedules

The following schedules are attached to and form part of this Agreement.

- Schedule "A" CQA License Application Form
- Schedule "B" Information and Testing Requirements
- Schedule "C" Non-Exclusive License to Use and Display the CQA mark, and the CQA logo
- Schedule "C" Exhibit 1 Form of Label to be used by CQA Licensees
- Schedule "C" Exhibit 2 Criteria for the display of the CQA mark and CQA logo
- Schedule "D" Fee Schedule
- Schedule "E" List of Approved Analytical Laboratories
- Schedule "F" Partial List of Relevant Statutes and Regulations
- Schedule "G" Guideline of Analytical Compliance Efforts

24. Amendments

Subject to the provisions of Articles 8 and 13, this Agreement may only be amended by an instrument in writing duly executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives intending to be bound thereby on the latter of the dates set out below.

The Composting Council of Canada

By: _____ (signature)
 Printed Name: _____
 Title: _____
 Date: _____, 200__

Licensee

Corporate Name: _____

 Corporate Address _____

Telephone and fax _____ (phone)
 _____ (fax)

By: _____ (signature)
 Printed Name: _____
 Title: _____
 Date: _____, 200__

Schedule "A"
CQA License Application Form



Applicant's Organization Name: _____

Name and Title of Key Contact: _____

Address: _____

City: _____ Province: _____

Postal Code: _____

Phone: _____ Fax: _____

Organization Website: _____

Key Contact Email: _____@_____

I, the undersigned, am duly authorized by the Applicant to execute this application form to become a licensee in the Compost Quality Alliance ("CQA") and do hereby confirm, that the Applicant agrees to execute and to be bound by the terms and conditions set out in the CQA License Agreement as amended from time to time by The Composting Council of Canada.

Name of authorized representative

Signature of authorized representative

Schedule “B”

Information and Testing Requirements

1. To initiate an application for certification of a Compost Product for which a certificate has not previously been issued in accordance with the CQA License Agreement, an Applicant shall submit the following information and documents.

- a. Description of the Compost Product
- b. A representative sample of the Compost Product
- c. A listing and description of the feedstocks used to produce the Compost Product
- d. The estimated annual production and/or distribution of the Compost Product by the Applicant.
- e. Confirmation that the representative samples of the Compost Product were obtained in accordance with the sampling methods set out in Chapter 2 of the TEST METHODS FOR THE EXAMINATION OF COMPOSTING AND COMPOST, 2002 jointly published by the United States Department of Agriculture and the United States Composting Council Research and Education Foundation.
- f. A completed Compost Technical Data Sheet that includes the information set out in the proposed form of label and a copy of the original analytical results conducted on such samples by an Approved Laboratory.
- g. Written confirmation by the Applicant that the Compost Product complies with all applicable federal and provincial laws in relation to composition, marketing and labeling.

2. The Applicant must ensure that the Compost Product will continue to be sampled in accordance with the sampling methods set out in Chapter 2 of the TEST METHODS FOR THE EXAMINATION OF COMPOSTING AND COMPOST, 2002 and tested by an approved laboratory on a frequency that is not less frequent than the following:

Annual Production and/or Distribution	Frequency of Testing
1 to 5,000 tonnes	Four samples per year during the production season
More than 5,000 but less than 15,000 tonnes	Six samples per year during the production season
More than 15,000 tonnes	Twelve samples per year during the production season

3. The Applicant must ensure that the original report of the analytical results of any periodic testing are supplied by the Approved Laboratory directly to the CQA program administrator designated from time to time by the CCC. The Applicant must also ensure that an updated copy of all CQA product labels are also provided to the CQA program administrator within 30 days of the initial use or any changes to the compost product label.

4. The Applicant must, at all times, label the Compost Product in compliance with the requirements of the CQA License Agreement and these Information and Testing Requirements.

5. The Applicant must provide a written report to the CQA program administrator, by no later than the following November 30, of the quantity of CQA labeled compost sold by the Applicant during the period of September 1 to August 31.

Schedule “C”

Worldwide Non-Exclusive License to Use and Display the Compost Quality Alliance mark and the CQA logo

In consideration of the fees paid by the Licensee to The Composting Council of Canada (“CCC”) to be a licensed participant in the Compost Quality Alliance (“CQA”) program, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Licensee, the CCC hereby grants to the Licensee a worldwide non-exclusive license to use and display the CQA mark and the CQA logo on its Canadian compost products, subject to the terms and conditions set out below:

1. The Licensee acknowledges that the CCC has developed the CQA mark and the CQA logo to identify compost products made in Canada that have been certified as meeting the CCC’s Compost Quality Alliance license conditions, and the Licensee acknowledges that the CCC is the registered and beneficial owner of all intellectual property rights associated with the CQA mark and the CQA logo.
2. The Licensee may only use the CQA mark and the CQA logo for the purposes set out in the attached CQA License Agreement, and provided further that the Licensee is not in breach of the CQA License Agreement or the CCC has not terminated the CQA License Agreement with the Licensee.
3. The Licensee will only use the CQA mark and the CQA logo on its products as part of a label in the form of the attached Exhibit “1”. The Licensee shall not use the CQA mark or the CQA logo in any manner which is deceptive or which would bring the CQA mark or CQA logo into disrepute.
4. The Licensee may only place the CQA mark and the CQA logo on compost products that the Licensee produces, blends or distributes and that has satisfied the Compost Product requirements set out in the attached CQA License Agreement.
5. The Licensee may only use the CQA mark and logo in its catalogues, brochures and other advertising, sale and promotional material in respect of products that have been certified pursuant to the terms of the attached CQA License Agreement. Any reproduction of the CQA mark or logo must comply with the coloring dimensions and other depiction elements set out in Exhibit “2”.
6. The CCC has the right to require the Licensee to discontinue all uses of the CQA mark and CQA logo that are not used in conformance with these conditions, the attached Exhibit “1” and Exhibit “2”, or if the CCC determines that the Licensee is in breach of the CQA License Agreement.

7. The Licensee will indemnify and hold the CCC harmless from any and all claims, demands, causes of action or judgments (including all costs, expenses related to investigation and enforcement, legal fees and disbursements on a solicitor and client basis) arising out of any unauthorized use of the CQA mark or CQA logo by the Licensee, its officers, directors, employees or agents. In the event of any litigation, the CCC shall have the right to undertake and conduct the litigation of any such action with legal counsel of its own choosing.
8. The CCC will, at its own expense, defend and indemnify the Licensee from all reasonable costs, damages and expenses arising from any suit or claim brought against the Licensee alleging that the CQA mark or CQA logo infringe any applicable trade mark or other intellectual property rights in Canada. The CCC will have no obligations to defend or indemnify the Licensee unless the Licensee notifies the CCC in writing with ten (7) days of receiving notice of such action, claim or suit. The CCC will have the right to exercise sole control of any such defence and any negotiations for settlement or compromise.
9. The Licensee may not assign or transfer any of its rights under this non-exclusive license to any other person or party without the express prior written consent of the CCC.
10. Whenever the Licensee refers in any manner to any characteristic of any of its products other than the sampling and testing requirements prescribed in the CQA License Agreement, any such reference shall not suggest in any manner that the characteristic of the product is certified or controlled by the CQA or the CCC in any manner.
11. The Licensee undertakes to not apply, directly or indirectly, for or register any mark, symbol or logo, in any country, that is identical or confusingly similar to the CQA mark or the CQA logo, and the Licensee shall not, directly or indirectly, oppose the use or registration of the CQA mark or the CQA logo by the CCC or any of its CQA licensees.
12. The provisions set forth above in sections 1 to 11 inclusive, shall survive termination of this License or termination of the CQA License Agreement and will remain binding upon the Licensee, its officers, directors, employees and agents.
13. The CCC will exercise its best reasonable efforts to register the CQA certification mark and logo under the provisions of the *Trade-marks Act*, R.S.C. 1985 chap T-13, as amended.

Schedule "C"
Exhibit "1"



Compost Packagers Name
Address
Address
Telephone/fax

THIS COMPOST PRODUCT HAS BEEN SAMPLED AND TESTED AS REQUIRED BY THE COMPOST QUALITY ALLIANCE testing assurance program. The test results are available upon request by calling _____ (name of CQA licensee) at _____ (CQA licensee phone number). THE COMPOSTING COUNCIL OF CANADA makes no warranties regarding this product or its contents, quality, or suitability for any particular use or purpose.

Name of Product: _____

Guaranteed Analysis	Organic Matter	_____ %
	Maximum Moisture	_____ %
	pH	_____
	C/N ratio	_____
	Particle Size	_____
	Soluble Salts	_____ %
	Na	_____

Directions for Use: _____

Net Weight: _____ kg.

Schedule “C”
Exhibit “2”



Any reproduction of the CQA logo or the name ‘Compost Quality Alliance’ must maintain the dimensional proportions set out above.

The minimum reproduction size of any copy of the CQA logo is a width of 3 cm.

The color of the CQA logo is black and green (Pantone 347U) as such colour is defined and accepted by the Registrar of Trade Marks.

Schedule “D” Fee Schedule

Fee for Licensees who are members in good standing with the CCC	\$700.00/yr
Fee for Licensees who are not members in good standing with the CCC	\$1,000.00/yr.

Where the Effective Date

is on or after June 1 but before July 1	60% of normal annual fee
is on or after July 1 but before August 1	50% of normal annual fee
is on or after August 1 but before September 1	40% of normal annual fee

Schedule “E”

List of Approved Analytical Laboratories

The Composting Council of Canada reserves the right to amend the list of approved analytical laboratories from time to time as it determines in its absolute discretion to be appropriate.

A&L Canada Laboratories

CONTACT: Robert J. Deakin

2136 Jetstream Road

London, Ontario M5V 3P5

TEL: 519-457-2575 FAX: 519-457-2664

EMAIL: rdeakin@alcanada.com

Schedule “F”

Statutes and Regulations related to Composting & Composting Facilities

This does not represent a comprehensive list of all relevant statutes and regulations of potential impact to composting facilities. Licensees are advised to check directly with their provincial and municipal authorities.

British Columbia

WASTE MANAGEMENT ACT, R.S.B.C. 1996, c.482
Organic Matter Recycling Regulation, B.C. Reg. 18/2002
Mushroom Composting Pollution Prevention Regulation, B.C. Reg. 413/98
Agricultural Waste Control Regulation, B.C. Reg. 131/92
ENVIRONMENT MANAGEMENT ACT, R.S.B.C. 1996, c. 118

Alberta

ENVIRONMENTAL PROTECTION AND ENHANCEMENT ACT, R.S.A.
2000, c.E-12
Code of Practice for Compost Facilities
Activities Designation Regulation Alta. Reg. 276/2003
Waste Control Regulations, Alta. Reg.192/96

Saskatchewan

THE ENVIRONMENTAL MANAGEMENT AND PROTECTION ACT, 2002,
S.S. 2002 Chapter E-10.21
Municipal Refuse Management Regulations, R.R.S., c. E-10.2, r. 4
AGRICULTURAL OPERATIONS ACT, S.S. 1995, c. A-12.1

Manitoba

ENVIRONMENT ACT, CCSM c. E125
Livestock Manure and Mortalities Management Regulation, Man Reg. 42/98
Waste Disposal Ground Regulation, Man Reg. 150/91
Water and Wastewater Facility Operators Regulation, Man Reg. 77/2003
WASTE REDUCTION AND PREVENTION (WRAP) ACT, S.M. 1989-90, c. 60

Ontario

NUTRIENT MANAGEMENT ACT, 2002
General Regulation, O. Reg. 267/03
ENVIRONMENTAL PROTECTION ACT, R.S.O. 1990, c. E.19
Recycling and Composting of Municipal Waste, O. Reg. 101/94
General -- Waste Management Regulation, R.R.O. 1990, Reg. 347

Quebec

ENVIRONMENT QUALITY ACT, R.S.Q., c. Q-2
Regulation respecting solid waste, R.R.Q. 1981, c. Q-2, r. 14
Agricultural Operations Regulation, O.C. 695-2002
Regulation respecting the application of the Environment Quality Act, O.C. 1529-93

New Brunswick

CLEAN ENVIRONMENT ACT, R.S.N.B. 1973, c. C-6
Water Quality Regulation - Clean Environment Act, N.B. Reg. 82-126
CLEAN WATER ACT, A.N.B. 1989, c. C-6.1
Wellfield Protected Area Designation Order, N.B. Reg. 2000-47
Guidelines for Livestock Manure and Waste Management in New Brunswick

Prince Edward Island

ENVIRONMENTAL PROTECTION ACT, R.S.P.E.I. 1988 c. E-9
Waste Resource Management Regulations, EC 2000-691

Nova Scotia

ENVIRONMENT ACT, S.N.S. 1995, c. 1
Solid Waste-Resource Management Regulations, N.S. Reg. 25/96
Activities Designation Regulations, N.S. Reg. 47/95
Approvals Procedure Regulations, N.S. Reg. 48/95

Newfoundland and Labrador

ENVIRONMENTAL PROTECTION ACT, S.N.L. 2002, c. E-14.2
Waste Management Regulations, 2003 N.L.R. 59/03
PLANT PROTECTION ACT, RSNL 1990 Chapter P-16
Plant Quarantine Regulations, CNLR 23-96

Yukon Territory

ENVIRONMENT ACT, R.S.Y. 2002, c. 76
Solid Waste Regulations, O.I.C. 2000/11

Northwest Territories

ENVIRONMENTAL PROTECTION ACT, R.S.N.W.T. 1988, c. E-7
Guideline for Agricultural Waste (May 1999)

Nunavut

ENVIRONMENTAL PROTECTION ACT, R.S.N.W.T. 1988, c. E-7

Canada

FERTILIZERS ACT, R.S.C. 1985 Chapter F-10
Fertilizers Regulation, C.R.C. c. 666

Schedule “G”

Guidelines of Criteria to determine if a Licensee has made Reasonable Efforts to Attain CQA Compliant Compost Products Analytical Results

1. Where the CQA program administrator of the CCC determines that any particular analytical report of a CQA Compost Product does not satisfy any of the legal requirements applicable to such Compost Product or that any particular analytical report is inconsistent with the form of CQA label used by the Licensee, the CQA program administrator will promptly advise the Licensee of the relevant deficiencies.
2. Upon receipt by the Licensee of any deficiency notice referred to in section 1 above, the Licensee will promptly initiate such changes to the Compost Product products and/or production process form as well as of CQA label as may be reasonably necessary to cure such deficiencies and will forward further samples for analytical testing to an Approved Laboratory.
3. Where the Licensee has been unable to achieve satisfactory analytical results for any CQA labeled Compost Product during any production year, the CQA program administrator shall initiate a termination of the Licensee’s rights under this Agreement.