

COMPOUNDING AND REPACKAGING PHARMACY AGREEMENT

COMPOUNDING AND REPACKAGING PHARMACY AGREEMENT

THIS AGREEMENT made effective as of _____

BETWEEN:

_____¹
Licensee of _____ **#** _____²
On Behalf Of
_____³
(the "Compounding and Repackaging Pharmacy")

- and -

_____⁴
Manager of _____ **#** _____⁵
On Behalf Of
_____⁶
(the "Proprietary Pharmacy")

WHEREAS:

- The Proprietary Pharmacy holds a permit issued by the Saskatchewan College of Pharmacy Professionals;
- The licensee of the Compounding and Repackaging Pharmacy holds a compounding and repackaging pharmacy licence issued by the Alberta College of Pharmacists;
- Pharmacists and pharmacy technicians employed by the Proprietary Pharmacy dispense drugs to patients of the Proprietary Pharmacy and require the services of the Compounding and Repackaging Pharmacy to compound or repackage drugs, or both, so that the pharmacists and pharmacy technicians at the Proprietary Pharmacy can dispense those drugs to patients of the Proprietary Pharmacy;

¹ Insert the name of licensee of the Compounding and Repackaging Pharmacy here.

² Insert the name of the Compounding and Repackaging Pharmacy and its licence number here.

³ Insert the legal name of the owner of the Compounding and Repackaging Pharmacy here.

⁴ Insert the name of Manager of the Proprietary Pharmacy here.

⁵ Insert the name of the Proprietary Pharmacy and its permit number here.

⁶ Insert the legal name of the owner of the Proprietary Pharmacy here.

- The Compounding and Repackaging Pharmacy is willing to compound or repackage drugs, or both, for the Proprietary Pharmacy;
- The Proprietary Pharmacy and the Compounding and Repackaging Pharmacy wish to enter into an agreement for the provision of compounding or repackaging services, or both, by the Compounding and Repackaging Pharmacy;
- The Proprietary Pharmacy and the Compounding and Repackaging Pharmacy recognize that under the terms of the Pharmacy and Drug Regulation, AR 240/2006 the licensee of the Compounding and Repackaging Pharmacy must ensure that the Compounding and Repackaging Pharmacy only provides pharmacy services to the Proprietary Pharmacy under the terms of a written contract that includes the terms required by the Council of the Alberta College of Pharmacists and is in the form required by the Registrar of the Alberta College of Pharmacists;

THEREFORE the Proprietary Pharmacy and the Compounding and Repackaging Pharmacy mutually covenant and agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

“Agreement” includes the Schedules to the Agreement and any amendment made to this Agreement or the Schedules;

“Alberta College” means the Alberta College of Pharmacists;

“Alberta Pharmacist” means an individual who is registered as a clinical pharmacist under the Health Professions Act (Alberta) and holds a practice permit issued under that Act;

“Alberta Pharmacy Technician” means an individual who is registered as a pharmacy technician under the Health Professions Act (Alberta) and holds a practice permit issued under that Act;

“Compounding and Repackaging Pharmacy Licence” means a compounding and repackaging licence issued under section 5(1)(b) of the Pharmacy and Drug Act (Alberta);

“controlled substance” has the same meaning as a controlled substance in the Controlled Drugs and Substances Act, S.C. 1996, c. 19 and includes any substance that is prohibited, regulated, controlled or targeted under a regulation made or continued under that Act;

“dispense” means to provide a drug pursuant to a prescription;

“drug” means a substance or combination of substances referred to in section 31, 32 or 33 of the Pharmacy and Drug Act or defined as an emergency release drug or a special access drug under the Pharmacy and Drug Act and any combination of such substance or substances with any other substance;

“Health Information Legislation” means the Health Information Act, R.S.A. 2000, c. H-5; Health Information Protection Act, S.S. 1999, c H-0.021; Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5; and all bylaws and regulations made under the above noted Acts;

“Health Professions Act (Alberta)” means the Health Professions Act, R.S.A. 2000, c. H-7;

“Licensee” means the individual that holds the Compounding and Repackaging Licence issued by the Alberta College for the Compounding and Repackaging Pharmacy;

“Pharmacy and Drug Act (Alberta)” means the Pharmacy and Drug Act, R.S.A. 2000, c. P-13;

“Pharmacy and Pharmacy Disciplines Act (Saskatchewan)” means the Pharmacy and Pharmacy Disciplines Act, S.S. 1996, c. P-9.1;

“Manager” means the pharmacist responsible for the direct management of the Proprietary Pharmacy as the term “manager” is defined under section 2(o) of the Pharmacy and Pharmacy Disciplines Act (Saskatchewan);

“Pharmacy Permit (Saskatchewan)” means a permit issued under the Pharmacy and Pharmacy Disciplines Act (Saskatchewan);

“prescription” means a direction by a person who is authorized by an Act of the Legislature of Alberta, an Act of Saskatchewan or an Act of the Parliament of Canada to prescribe drugs, directing that a drug be dispensed to or for the patient named in the direction;

“Privacy Officer” means the privacy officer designated by the Proprietary Pharmacy to deal with all issues under this Agreement in relation to the Health Information Legislation;

“Saskatchewan College” means the Saskatchewan College of Pharmacy Professionals;

“Services” means the services as set out in Schedule “A”.

“Saskatchewan Pharmacist” means an individual who is registered as a licensed pharmacist under the Pharmacy and Pharmacy Disciplines Act (Saskatchewan);

“Saskatchewan Pharmacy Technician” means an individual who is registered as a licensed pharmacy technician under the Pharmacy and Pharmacy Disciplines Act (Saskatchewan);

1.2 Any reference to a statute, regulation, bylaw, standard or other legislative instrument is a reference to that statute, regulation, bylaw, standard or other legislative instrument as amended or replaced from time to time.

1.3 The singular includes the plural and vice versa.

1.4 The following Schedules form part of this Agreement:

Schedule “A” — Description of the Services Under This Agreement;
and

Schedule “B” — Guarantees of Quality of the Ingredients and of the Products of Compounding and Repackaging.

1.5 If there is a conflict between a Schedule and a provision in the body of this Agreement, the provision in the body of this Agreement prevails.

2. SERVICES

2.1 The Compounding and Repackaging Pharmacy shall provide the Services in accordance with this Agreement.

2.2 The Services shall be provided under the direction of the Licensee of the Compounding and Repackaging Pharmacy.

2.3 Where the Services involve compounding a drug, the drug shall be compounded by:

(a) an Alberta Pharmacist at the Compounding and Repackaging Pharmacy;

(b) an Alberta Pharmacy Technician practicing under the direction of an Alberta Pharmacist in the Compounding and Repackaging Pharmacy in accordance with:

i. the Pharmacy Technician’s scope of practice, and

ii. the provisions of section 21 of the Pharmacists Profession Regulation, AR 129/2006 and Standard 20 of the Standards of Practice for Pharmacists and Pharmacy Technicians; or

- (c) an individual who is
 - i. employed by the Compounding and Repackaging Pharmacy,
 - ii. acting with the consent of and under the direct supervision of an Alberta Pharmacist practicing in the Compounding and Repackaging Pharmacy, and
 - iii. acting in accordance with and subject the limits in sections 22 and 23 of the Pharmacists Profession Regulation, AR 129/2006.

2.4 Nothing in this Agreement allows the Compounding and Repackaging Pharmacy to compound or repackage a drug for or on behalf of the Proprietary Pharmacy unless the Proprietary Pharmacy holds a valid prescription for a patient for that drug.

2.5 Subject to article 2.6, nothing in this Agreement allows the Compounding and Repackaging Pharmacy to sell or provide a controlled substance except on a written order specifying that an amount of the controlled substance is required for emergency purposes.

2.6 If the Compounding and Repackaging Pharmacy is a licensed dealer under the Narcotic Control Regulations, C.R.C. 1040 (Canada) the Compounding and Repackaging Pharmacy may, subject to the terms and conditions of its licence under the Narcotics Control Regulations, sell or provide those narcotics specified in its licence to the Proprietary Pharmacy.

3. TERM AND RENEWAL

3.1 The term of this Agreement is from _____ to _____⁷ (the "Term").

3.2 This Agreement may be renewed for such period of time as the parties may mutually agree to in writing.

4. TERMINATION

4.1 This Agreement is automatically terminated if:

- (a) the Pharmacy Permit (Saskatchewan) issued to the Proprietary Pharmacy expires, is suspended, is cancelled or is otherwise terminated;
- (b) the Compounding and Repackaging Pharmacy Licence of the Compounding and Repackaging Pharmacy expires, is suspended, is

⁷ Insert the beginning and end dates of the term of the Agreement

cancelled or is otherwise terminated;

- (c) an order is made against the licensee or the proprietor of the Compounding and Repackaging Pharmacy under the Health Professions Act (Alberta) or the Pharmacy and Drug Act (Alberta), or both, that prevents the Services being provided by the Compounding and Repackaging Pharmacy; or
- (d) an order is made against the pharmacy manager or the Proprietor of the Proprietary Pharmacy under the Pharmacy and Pharmacy Disciplines Act (Saskatchewan) that prevents the Services being received by the Proprietary Pharmacy.

4.2 Despite article 4.1(a), this Agreement is not automatically terminated if, subject to the conditions of the Pharmacy and Pharmacy Disciplines Act (Saskatchewan), the pharmacy's proprietor dies, or the proprietor is bankrupt, or insolvent, or makes an assignment for the general benefit of creditors, and the licensed pharmacist engaged to supervise and manage the pharmacy files with the registrar a certificate, signed by the licensed pharmacist, setting forth the name and address of the person by whom he or she was engaged and the date of the commencement of his or her duties with respect to the pharmacy.

4.3 Despite article 4.1(b), this Agreement is not automatically terminated if:

- (a) a Compounding and Repackaging Pharmacy Licence has been issued by the Alberta College to a new Licensee for the Compounding and Repackaging Pharmacy and the new Licensee has affirmed this Agreement in writing; or
- (b) the Compounding and Repackaging Pharmacy is being operated under the personal management, control and direction of another Alberta Pharmacist in accordance with the terms of permission granted to the proprietor by the Registrar under section 14(2) of the Pharmacy and Drug Act and that Alberta Pharmacist has affirmed this Agreement in writing.

4.4 Except as otherwise provided in this Agreement, if either party fails to perform or observe any covenant contained in this Agreement, that party may give written notice to the other party describing in general terms the nature of the default and requiring the other party to remedy the default within ____⁸ days.

4.5 If a party, who has received a notice under article 4.4, fails to remedy the default within the time specified in article 4.4, the other party may by further written notice terminate the Agreement.

4.6 The parties may terminate this Agreement by mutual agreement in writing.

⁸ Insert the number of days the parties agree upon.

- 4.7 To ensure that this Agreement remains consistent with any new directions of the Council of the Alberta College made under section 19(a)(i) of the Pharmacy and Drug Regulation, AR 240/2006 after the effective date of this Agreement, the parties agree to renegotiate the terms of this Agreement to comply with those new directions and to make the necessary amendments to this Agreement in accordance with articles 5.4 and 19.3 within 30 working days of the issuance of any new directions.
- 4.8 If the parties are unable to reach an agreement and make the necessary amendments to this Agreement under article 4.7, this Agreement terminates on the 31st working day after those directions are issued.
- 4.9 For the purposes of articles 4.7 and 4.8, a direction by the Council of the Alberta College is issued when it is passed by the Council and is posted on the website of the Alberta College.

5. LICENCES

- 5.1 Throughout the Term and any renewal, the Compounding and Repackaging Pharmacy shall ensure that its operations are managed, controlled and supervised by a Licensee who:
- (a) maintains a Compounding and Repackaging Pharmacy Licence for the Compounding and Repackaging Pharmacy; and
 - (b) complies with the requirements of and any conditions imposed on the Compounding and Repackaging Pharmacy Licence.
- 5.2 Throughout the Term and any renewal of it, the Proprietary Pharmacy shall ensure that its operations are under the direct management of a Manager who:
- (a) maintains a Pharmacy Permit for the Proprietary Pharmacy; and
 - (b) complies with the requirements of and any conditions imposed on the Pharmacy Permit by the Saskatchewan College.
- 5.3 Each party shall disclose to the other party the conditions, if any, imposed on a pharmacy licence or permit referred to in this article or any conditions imposed on the operation of the pharmacy.
- 5.4 Each party shall ensure that if there is any proposed amendment to this Agreement, the Licensee of the Compounding and Repackaging Pharmacy and the Manager of the Proprietary Pharmacy is advised of it and approves it in writing before it becomes effective.

6. COMPLIANCE WITH LEGISLATIVE REQUIREMENTS

- 6.1 The Compounding and Repackaging Pharmacy warrants that it, its Licensee, its proprietor, its employees and agents will comply with all legislative requirements applicable to the provision of the Services under this Agreement or legislative restrictions on the provision of the Services under this Agreement or in any way relating to this Agreement, including but not limited to legislative requirements or legislative restrictions imposed under the following:
- (a) the Controlled Drugs and Substances Act, S.C. 1996, c. 19 and all regulations made or continued under it;
 - (b) the Food and Drugs Act, R.S.C. 1985, c. F-27 and all regulations made or continued under it;
 - (c) the Health Professions Act (Alberta) and all regulations, standards, codes of ethics and bylaws made or continued under it;
 - (d) the Pharmacy and Pharmacy Disciplines Act (Saskatchewan) and all regulations, standards, codes of ethics and bylaws made or continued under it;
 - (e) the Pharmacy and Drug Act (Alberta) and all regulations, standards, codes of ethics and bylaws made or continued under it;
 - (f) the Prescription Drugs Act, R.S.S. 1978, c. P-23 and all regulations, standards, codes of ethics and bylaws made or continued under it;
 - (g) the Government Organization Act, R.S.A. 2000, c. G-10, Schedule 7.1 and all regulations made or continued under it;
 - (h) the Health Information Legislation; and
 - (i) the Saskatchewan College Central Fill Policy.
- 6.2 The Proprietary Pharmacy warrants that it, its Proprietor, its Manager, its employees and agents will comply with all legislative requirements applicable to the provision of the Services under this Agreement or legislative restrictions on the provision of the Services under this Agreement or in any way relating to this Agreement, including but not limited to legislative requirements or legislative restrictions imposed under the following:
- (a) the Controlled Drugs and Substances Act, S.C. 1996, c. 19 and all regulations made or continued under it;
 - (b) the Food and Drugs Act, R.S.C. 1985, c. F-27 and all regulations made or continued under it;

- (c) the Health Professions Act (Alberta) and all regulations, standards, codes of ethics and bylaws made or continued under it;
- (d) the Pharmacy and Pharmacy Disciplines Act (Saskatchewan) and all regulations, standards, codes of ethics and bylaws made or continued under it;
- (e) the Pharmacy and Drug Act (Alberta) and all regulations, standards, codes of ethics and bylaws made or continued under it;
- (f) the Prescription Drugs Act, R.S.S. 1978, c. P-23 and all regulations, standards, codes of ethics and bylaws made or continued under it;
- (g) the Government Organization Act, R.S.A. 2000, c. G-10, Schedule 7.1 and all regulations made or continued under it;
- (h) the Health Information Legislation; and
- (i) the Saskatchewan College Central Fill Policy.

6.3 Neither party will do anything under this Agreement to frustrate or limit access to documents or information which the Alberta College or Saskatchewan College may lawfully require be produced by

- (a) the Compounding and Repackaging Pharmacy, its proprietor, its Licensee and the Alberta Pharmacists, Alberta Pharmacy Technicians or other individuals employed or otherwise engaged by the Compounding and Repackaging Pharmacy in relation to the provision of the Services.
- (b) the Proprietary Pharmacy, the proprietor of the Proprietary Pharmacy, the Manager and Saskatchewan Pharmacists and Saskatchewan Pharmacy Technicians employed or otherwise engaged by the Proprietary Pharmacy in relation to the provision of the Services.

7. HEALTH INFORMATION LEGISLATION

7.1 The Compounding and Repackaging Pharmacy shall provide the Services under this Agreement in a manner that complies with the Compounding and Repackaging Pharmacy's responsibilities under the Health Information Legislation.

7.2 The Compounding and Repackaging Pharmacy shall

- (a) provide a description of its system for ensuring compliance with the

Health Information Legislation to the Proprietary Pharmacy;

- (b) respond to reasonable questions about the system from the Proprietary Pharmacy; and
- (c) allow the Proprietary Pharmacy, acting reasonably to audit compliance with the Health Information Legislation.

7.3 Where a breach of the Health Information Legislation occurs in the provision of the Services or otherwise in relation to this Agreement as result of an action or omission by the Compounding and Repackaging Pharmacy, its Licensee, proprietor, agents or employees, the Compounding and Repackaging Pharmacy shall:

- (a) promptly take the steps necessary to minimize the impact of the breach and to prevent a re-occurrence;
- (b) immediately advise the Privacy Officer of the occurrence and the nature of the occurrence;
- (c) cooperate with and assist the Proprietary Pharmacy with any efforts it is required to take to mitigate the impact of the breach on the individuals affected by the breach;
- (d) investigate the cause of the breach and document the findings;
- (e) report the findings of the investigation to the Privacy Officer;
- (f) develop a remedial plan, if required, and provide a copy to the Privacy Officer;
- (g) review the findings of the investigation and the remedial plan, if any, with the Privacy Officer and answer questions or receive comments from the Privacy Officer about either of them;
- (h) implement the remedial plan, if any; and
- (i) allow the Proprietary Pharmacy, acting reasonably, to verify and audit the implementation of the remedial plan.

7.4 In accessing the Services under this Agreement and in undertaking any other act under this Agreement, the Proprietary Pharmacy shall ensure that its Manager, Proprietor, employees and agents comply with the Health Information Legislation.

8. RECORDS TO BE KEPT SEPARATE

8.1 If the Compounding and Repackaging Pharmacy also operates in Alberta as a Proprietary Pharmacy under a Proprietary Pharmacy licence issued by the Alberta College, the Compounding and Repackaging Pharmacy shall keep the records relating to its operations as a Proprietary Pharmacy separate and distinct from the records relating to the Services it provides under this Agreement.

9. ACCESS TO RECORDS

9.1 The Compounding and Repackaging Pharmacy shall, on reasonable notice in writing from the Proprietary Pharmacy:

- (a) provide the Proprietary Pharmacy with access to any records relating to the provision of the Services under this Agreement; and
- (b) provide the Proprietary Pharmacy with a true copy of any records relating to the provision of the Services under this Agreement.

9.2 The Compounding and Repackaging Pharmacy may charge a reasonable fee for copying records required to be provided under article 9.1(b).

10. ACCESS TO INFORMATION ABOUT INGREDIENTS

10.1 The Compounding and Repackaging Pharmacy shall provide the Proprietary Pharmacy with the following information about each drug that is compounded or repackaged under this Agreement:

- (a) a list of the ingredients;
- (b) the strength of each ingredient; and
- (c) the quantity of each ingredient.

11. EMERGENCY CONTACT

11.1 Each party must ensure that an appropriate individual employed by the party is readily available at all times to deal with any emergency in relation to the Services or arising out of the Services that places life or health at risk.

11.2 For the purposes of article 11.1, the Compounding and Repackaging Pharmacy must have a system in place to ensure that for 24 hours a day, seven days a week, there is an Alberta Pharmacist available and readily accessible, who has access to the necessary information about any drugs compounded and repackaged as part of the Services.

12. TRANSPORTATION AND STORAGE

- 12.1 In providing the Services, the Compounding and Repackaging Pharmacy shall use appropriate methods of storing, packaging and transporting drugs to ensure the security and integrity of the drugs.
- 12.2 The Compounding and Repackaging Pharmacy must take appropriate steps required to ensure the security and confidentiality of any personal or health information accompanying drugs during storage and transport.

13. DISPENSING

- 13.1 The Compounding and Repackaging Pharmacy agrees and acknowledges that its Alberta Pharmacists or Alberta Pharmacy Technicians shall not dispense any drug compounded or repackaged as part of the Services to any patient of the Proprietary Pharmacy.
- 13.2 The Compounding and Repackaging Pharmacy shall send any drug compounded or repackaged as part of the Services to the Proprietary Pharmacy for dispensing to the patients of the Proprietary Pharmacy by Saskatchewan Pharmacists or Saskatchewan Pharmacy Technicians at the Proprietary Pharmacy.
- 13.3 Saskatchewan Pharmacists or Saskatchewan Pharmacy Technicians at the Proprietary Pharmacy are responsible for dispensing any drugs provided to the Proprietary Pharmacy under this Agreement to the patients of the Proprietary Pharmacy.

14. INSPECTION OF PHARMACY

- 14.1 Upon reasonable notice being provided by the Proprietary Pharmacy, the Compounding and Repackaging Pharmacy shall allow the Manager of the Proprietary Pharmacy, acting reasonably, to inspect the Compounding and Repackaging Pharmacy's facilities used in relation to the provision of the Services.
- 14.2 Subject to article 10.1, the Compounding and Repackaging Pharmacy may impose reasonable confidentiality requirements in relation to observations made and information received during an inspection under article 14.1.

15. QUALITY OF WORK AND PRODUCT

- 15.1 The Compounding and Repackaging Pharmacy shall use appropriate and accepted processes in carrying out the compounding and repackaging activities included within the Services.
- 15.2 The Compounding and Repackaging Pharmacy guarantees the quality of

products used in the compounding or repackaging of any drug under this Agreement in accordance with Schedule "B".

- 15.3 The Compounding and Repackaging Pharmacy guarantees the quality of all drugs compounded or repackaged, or both, under this Agreement in accordance with Schedule "B".

16. PROPRIETARY PHARMACY'S OBLIGATION

- 16.1 In any request for Services under this Agreement, the Proprietary Pharmacy, through its Manager, shall ensure that its Saskatchewan Pharmacists do not refer a prescription to the Compounding and Repackaging Pharmacy for the purposes of obtaining the Services unless its Saskatchewan Pharmacists or Pharmacy Technicians where so authorized under the Pharmacy and Pharmacy Disciplines Act (Saskatchewan) have taken reasonable steps to ensure that the prescription is:

- (a) valid; and
- (b) current, accurate, complete and appropriate.

- 16.2 The Proprietary Pharmacy shall, through its Manager, ensure that its Saskatchewan Pharmacists and Saskatchewan Pharmacy Technicians dispense any drugs that are compounded or repackaged by the Compounding and Repackaging Pharmacy under this Agreement to the Proprietary Pharmacy's patients in accordance with

- (a) the Pharmacy and Pharmacy Disciplines Act (Saskatchewan) and all regulations, standards, codes of ethics and bylaws made or continued under it;
- (b) the Prescription Drugs Act, R.S.S. 1978, c. P-23 and all regulations, standards, codes of ethics and bylaws made or continued under it; and
- (c) the Health Information Legislation.

- 16.3 Without limiting the generality of article 16.2, the Proprietary Pharmacy shall, through its Manager, ensure that its Saskatchewan Pharmacists will be responsible for all patient interaction and are responsible to ensure the appropriateness of the drug therapy.

17. PROVISION OF CONTRACT TO REGISTRAR OF ALBERTA COLLEGE

- 17.1 The parties each acknowledge that the Registrar of the Alberta College is entitled to request a copy of this Agreement from either of them and that upon receipt of such a request that party is required to provide a copy to the Registrar.

18. PROVISION OF NOTICE OF AGREEMENT TO SASKATCHEWAN COLLEGE

18.1 The Proprietary Pharmacy represents and warrants that the Proprietary Pharmacy has the approval of the Saskatchewan College to enter into this Agreement and to obtain the services from a Compounding and Repackaging Pharmacy located in Alberta. The Proprietary Pharmacy agrees to provide notice of this agreement to the Registrar of Saskatchewan College by _____⁹.

19. GENERAL

19.1 Subject to article 19.2 this Agreement contains the entire understanding between the parties relating to the subject matter contained in it and supersedes all prior oral and written understandings, arrangements and agreements relating to the subject matter contained in it.

19.2 This Agreement is designed to address the regulatory requirements under section 19(a) of the Pharmacy and Drug Regulation, AR 250/2006 and is not designed to address the commercial relationship between the parties, which may be governed by a commercial agreement that is

- (a) not inconsistent with this Agreement; and
- (b) available to the Registrar of the Alberta College to ensure compliance with clause (a).

19.3 Any amendment to this Agreement must be in writing and signed by both parties.

19.4 Any variation, alteration or waiver of any of the rights or obligations of the parties under this Agreement must be in writing and signed by the parties.

19.5 Each of the provisions contained in this Agreement is distinct and severable and no waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

19.6 Neither party may assign this Agreement or any portion of it.

19.7 This Agreement shall be interpreted in accordance with and is governed by the laws of the Province of Alberta, except to the extent reference is made to a specific Act of Saskatchewan or of Canada.

⁹ Insert date.

- 19.8 The following provisions survive termination of this Agreement: articles 6, 7, 8, 9, 10, 11, and 15.
- 19.9 The Compounding and Repackaging Pharmacy warrants that the Licensee of its pharmacy is authorized to sign this Agreement on its behalf.
- 19.9.1 The Proprietary Pharmacy warrants that the Manager of its pharmacy is authorized to sign this Agreement on its behalf.
- 19.10 This Agreement shall ensure to be the benefit of and be binding upon the parties hereto and their respective personal representatives, executors, administrators, successors and permitted assigns.
- 19.11 This Agreement applies only to the provision of Services in the Province of Alberta and Saskatchewan.
- 19.12 The Compounding and Repackaging Pharmacy and Proprietary Pharmacy each represent and warrant that they have consulted with the Saskatchewan College and that they are satisfied that the Compounding and Repackaging Pharmacy will not be contravening any law by providing the Services to the Proprietary Pharmacy in the Province of Saskatchewan.

20. REVIEW OF AGREEMENT ON OR BEFORE THE THIRD ANNIVERSARY

- 20.1 In the event that the term of this Agreement under article 3 is greater than 3 years, the parties agree that they shall meet to review this Agreement on or before the third anniversary of the date the Agreement is first signed to ensure that the terms of the Agreement are current and relevant.
- 20.2 The parties shall:
- (a) keep minutes of the meeting referred to in article 20.1;
 - (b) ensure that the minutes are signed by the licensee of each party;
 - (c) provide a copy of the minutes to the Registrar of the Alberta College on request.

WHEREFORE THE PARTIES to this Agreement have duly executed this Agreement as of the date written above.

**<COMPOUNDING AND
REPACKAGING PHARMACY>**

Per: _____
<NAME of licensee>

<PROPRIETARY PHARMACY>

Per: _____
<NAME of Manager>

SCHEDULE "A"

DESCRIPTION OF THE SERVICES UNDER THIS AGREEMENT

The Compounding and Repackaging Pharmacy shall provide the Services to the Proprietary Pharmacy, which shall include, but are not limited to, the following:

<To be inserted by the parties>

SCHEDULE "B"

**GUARANTEES OF QUALITY OF THE INGREDIENTS AND OF THE
PRODUCTS OF COMPOUNDING AND REPACKAGING**

<To be inserted by the parties>