

# **COMPOUNDING AND REPACKAGING PHARMACY AGREEMENT**

## **ALBERTA COMPOUNDING & REPACKAGING PHARMACY AND YUKON PHARMACY**

**Approved by the Council of the Alberta College of Pharmacy**

**September 16, 2025**

# COMPOUNDING AND REPACKAGING PHARMACY AGREEMENT

## FOR THE PROVISION OF SERVICES TO A YUKON PHARMACY

THIS AGREEMENT made effective as of \_\_\_\_\_

### BETWEEN:

\_\_\_\_\_<sup>1</sup>,

Licensee Of \_\_\_\_\_ # \_\_\_\_\_<sup>2</sup>

### On Behalf Of

\_\_\_\_\_<sup>3</sup>  
(the "Compounding and Repackaging Pharmacy")

- and -

\_\_\_\_\_<sup>4</sup>  
(the "Yukon Pharmacy")

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<sup>1</sup> Insert the name of the licensee of the Compounding and Repackaging Pharmacy here.

<sup>2</sup> Insert the name of the Compounding and Repackaging Pharmacy and its licence number here.

<sup>3</sup> Insert the legal name of the owner of the Compounding and Repackaging Pharmacy here.

<sup>4</sup> Insert the legal name of the owner of the Yukon Pharmacy here.

## WHEREAS:

- A pharmacist at the Yukon Pharmacy has determined that compounded drugs or repackaging services, or both, are required by a patient or a defined population of patients but is not available from a source in the Yukon;
- The Yukon Pharmacy dispenses drugs to patients of the Yukon Pharmacy and requires the services of the Compounding and Repackaging Pharmacy to compound or repackage drugs, or both, so that the pharmacists at the Yukon Pharmacy can dispense those drugs to patients of the Yukon Pharmacy;
- The licensee of the Compounding and Repackaging Pharmacy holds a compounding and repackaging pharmacy licence;
- The Compounding and Repackaging Pharmacy is willing to compound or repackage drugs, or both, for the Yukon Pharmacy;
- The Yukon 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 as contemplated by the Standards for the Operation of Licensed Pharmacies;
- The Yukon Pharmacy and the Compounding and Repackaging Pharmacy recognize that under the terms of the *Pharmacy and Drug Regulation*, the licensee of the Compounding and Repackaging Pharmacy must ensure that the Compounding and Repackaging Pharmacy only provides pharmacy services to the Yukon Pharmacy under the terms of a written contract that includes the terms required by the Council of the College and is in the form required by the Registrar of the College;

THEREFORE the Yukon 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;

“College” means the Alberta College of Pharmacy;

“Yukon Pharmacy” means a pharmacy in the Yukon;

“compounding and repackaging pharmacy licence” means a compounding and repackaging pharmacy licence issued under section 5(1)(b) of the *Pharmacy and Drug Act*;

“controlled substance” has the same meaning as a controlled substance in the *Controlled Drugs and Substances Act*, SC 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 to or for a person or an animal 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 Professions Act*” means the *Health Professions Act*, RSA 2000, c H-7;

“*Yukon Health Professions Act*” means the *Health Professions Act*, SY 2003, c. 24;

“pharmacist” means:

- in the case of the Compounding and Repackaging Pharmacy, a regulated member of the College registered on the clinical pharmacist register or the courtesy pharmacist register who holds a practice permit issued under the *Alberta Health Professions Act*, and
- in the case of the Yukon Pharmacy, a registered and licensed member under the *Yukon Health Professions Act*;

“*Pharmacists and Pharmacy Technicians Profession Regulation*” means the *Pharmacists and Pharmacy Technicians Profession Regulation*, AR 129/2006;

“*Pharmacists Regulation*” means the *Pharmacists Regulation*, O.I.C. 2019/097

“*Pharmacy and Drug Act*” means the *Pharmacy and Drug Act*, RSA 2000, c P-13;

“*Pharmacy and Drug Regulation*” means the *Pharmacy and Drug Regulation*, AR 240/2006;

“pharmacy technician” means a regulated member of the College registered on the pharmacy technician register or the courtesy pharmacy technician register who holds a practice permit issued under the *Alberta Health Professions Act*;

“prescription” means a direction by a person who is authorized by an Act of the Legislature of the Yukon 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;

“Registrar” means the Registrar of the College;

“Repackaging” means subdividing or breaking up a manufacturer’s original package of a drug for the purpose of dividing and assembling the drug in larger or smaller quantities for redistribution or sale;

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

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 Services shall be provided:
- (a) by a pharmacist at the Compounding and Repackaging Pharmacy; or
  - (b) under the direction or supervision of a pharmacist at the Compounding and Repackaging Pharmacy as authorized by the *Pharmacists and Pharmacy Technicians Profession Regulation*.
- 2.4 Nothing in this Agreement allows the Compounding and Repackaging Pharmacy to compound or repackage a drug for or on behalf of the Yukon Pharmacy unless the Yukon Pharmacy:
- (a) holds a valid prescription for a patient for the drug to be compounded or repackaged; or
  - (b) has a reasonable expectation of receiving a valid prescription for a patient for the drug in the immediate future.
- 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*, CRC 1040 (Canada), the Compounding and Repackaging Pharmacy may, if authorized by its license under the *Narcotics Control Regulations* and 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 Yukon Pharmacy.

### **3. TERM AND RENEWAL**

- 3.1 The term of this Agreement is from \_\_\_\_\_ to \_\_\_\_\_<sup>5</sup>  
(the "Term").
- 3.2 This Agreement may be renewed by the parties from time to time for a further term each of which does not exceed one year (the "Renewal Term").

### **4. TERMINATION**

- 4.1 This Agreement is automatically terminated if:
- (a) the Yukon Pharmacy ceases to operate;
  - (b) the practice of pharmacy at the Yukon Pharmacy ceases to be under the direction and control of a pharmacist who holds a current registration and license under the *Yukon Health Professions Act*;

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<sup>5</sup> Insert the beginning and end dates of the term of the Agreement. Term must not exceed one year.

- (c) the compounding and repackaging pharmacy licence held by the licensee of the Compounding and Repackaging Pharmacy expires, is suspended, is cancelled or is otherwise terminated;
- (d) an order is made by a hearing tribunal or appeal tribunal constituted under the *Alberta Health Professions Act* or the *Pharmacy and Drug Act*, or both, that prevents the Services being provided by the Compounding and Repackaging Pharmacy or being received by the Yukon Pharmacy; or
- (e) an order is made under the *Yukon Health Professions Act* that prevents the Services being provided by the Compounding and Repackaging Pharmacy or being received by the Yukon Pharmacy.

4.2 Despite article 4.1(c), this Agreement is not automatically terminated if:

- (a) a compounding and repackaging licence has been issued by the 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, with the permission of the Registrar, being operated under the personal management, control and supervision of another pharmacist under section 14(2) of the *Pharmacy and Drug Act* and that pharmacist has affirmed this Agreement in writing.

4.3 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 \_\_\_\_\_<sup>6</sup> days.

4.4 If a party, who has received a notice under article 4.3, fails to remedy the default within the time specified in article 4.3, the other party may by further written notice terminate this Agreement.

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

4.6 To ensure that this Agreement remains consistent with any new directions of the Council of the College made under section 19(a)(i) of the *Pharmacy and Drug Regulation*, 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 within 30 working days of the issuance of any new directions.

4.7 If the parties are unable to reach an agreement and make the necessary amendments to this Agreement under article 4.6, this Agreement terminates on the 31st working day after those directions are issued.

4.8 For the purposes of articles 4.6 and 4.7, a direction by the Council of the College is issued when it is passed by the Council and is posted on the website of the College.

## 5. LICENCES

5.1 Throughout the Term and any Renewal Term, 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 licence for the Compounding and Repackaging Pharmacy;

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<sup>6</sup> Insert the number of days the parties agree upon.

- (b) maintains the Compounding and Repackaging Pharmacy in accordance with all applicable legislation and any standards and the Code of Ethics adopted by the College; and
  - (c) complies with the requirements of and any conditions imposed on the compounding and repackaging pharmacy licence.
- 5.2 Throughout the Term and any Renewal Term, the Yukon Pharmacy shall ensure that its pharmacy operations are managed, controlled and supervised by a pharmacist registered and licensed to practice in the Yukon and in accordance with all statutes, regulations, standards and other legislative instruments applicable to the practice of pharmacy in the Yukon.
- 5.3 Each party shall disclose to the other party the conditions, if any, imposed on the pharmacy licence.
- 5.4 Each party shall ensure that if there is any proposed amendment to this Agreement, the licensee 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*, SC 1996, c 19 and all regulations made or continued under it;
  - (b) the *Food and Drugs Act*, RSC 1985, c F-27 and all regulations made or continued under it;
  - (c) the Alberta *Health Professions Act* and all regulations made or continued under it;
  - (d) the Standards of Practice for Pharmacists and Pharmacy Technicians adopted by the College;
  - (e) the Code of Ethics adopted by the College;
  - (f) the *Pharmacy and Drug Act* and all regulations made or continued under it;
  - (g) the Standards for the Operation of Licensed Pharmacies adopted by the College;
  - (h) the *Health Information Act* and all regulations made or continued under it;
  - (i) the *Health Information Privacy and Management Act* SY 2013, c. 16 and all regulations made or continued under it; and
  - (j) the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5.
- 6.2 In addition, and for greater clarity, the Compounding and Repackaging Pharmacy warrants that it, its licensee, its proprietor, its employees and agents will comply with:
  - (a) the Standards for Pharmacy Compounding of Non-Sterile Preparations; and

- (b) the Model Standards for Compounding Sterile Non-Hazardous and the Model Standards for Compounding Sterile Hazardous Preparations created by the National Association of Pharmacy Regulatory Authorities, and approved by the Council of the College,

as applicable, in respect of the Services.

- 6.3 The Yukon Pharmacy warrants that it, each pharmacist employed by it, its owner, its other 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*, SC 1996, c 19 and all regulations made or continued under it;
  - (b) the *Food and Drugs Act*, RSC 1985, c F-27 and all regulations made or continued under it;
  - (c) the *Health Information Privacy and Management Act* SY 2013, c. 16 and all regulations made or continued under it; and
  - (d) the *Access to Information and Protection of Privacy Act*, SY 2018, c. 9.
- 6.4 Neither party will do anything under this Agreement to frustrate or limit access to documents or information which the College may lawfully require be produced by the parties, their licensees, their proprietors, pharmacists, pharmacy technicians or individuals employed or otherwise engaged by the parties in relation to the provision of the Services.
- 6.5 If the provisions of legislation, regulations, standards, codes or any other form of binding enactment applicable to the Services differ between Alberta and the Yukon, the parties must comply with the more rigorous provision of the applicable legislation, regulation, standard, code or any other form of binding enactment.

## **7. RECORDS TO BE KEPT SEPARATE**

- 7.1 If the Compounding and Repackaging Pharmacy also operates as a community pharmacy under a community pharmacy licence, the Compounding and Repackaging Pharmacy shall keep the records relating to its operations as a community pharmacy separate and distinct from the records relating to the Services it provides under this Agreement.

## **8. ACCESS TO RECORDS**

- 8.1 The Compounding and Repackaging Pharmacy shall, on reasonable notice in writing from the Yukon Pharmacy:
  - (a) provide the Yukon Pharmacy with access to any records relating to the provision of the Services under this Agreement; and
  - (b) provide the Yukon Pharmacy with a true copy of any records relating to the provision of the Services under this Agreement.
- 8.2 The Compounding and Repackaging Pharmacy may charge a reasonable fee for copying records required to be provided under article 8.1(b).
- 8.3 In addition to any requirements under section 27(1) of the *Pharmacy and Drug Regulation*, if the Compounding and Repackaging Pharmacy's licence is suspended, cancelled or



otherwise terminated, the Compounding and Repackaging Pharmacy must make arrangements to enable the Yukon Pharmacy to continue to access any records relating to the provision of the Services under this Agreement in accordance with the record keeping requirements of the College.

## **9. ACCESS TO INFORMATION ABOUT INGREDIENTS**

9.1 The Compounding and Repackaging Pharmacy shall provide the Yukon 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.

## **10. EMERGENCY CONTACT**

10.1 Each party shall 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.

10.2 For the purposes of article 10.1, the Compounding and Repackaging Pharmacy shall have a system in place to ensure that for 24 hours a day, seven days a week, there is a pharmacist available and readily accessible, who has access to the necessary information about any drugs compounded or repackaged as part of the Services.

## **11. TRANSPORTATION AND STORAGE**

11.1 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.

11.2 The Compounding and Repackaging Pharmacy shall take appropriate steps required to ensure the security and confidentiality of any personal or health information accompanying drugs during storage and transport.

## **12. DISPENSING**

12.1 The Compounding and Repackaging Pharmacy agrees and acknowledges that its pharmacists or pharmacy technicians shall not dispense any drug compounded or repackaged as part of the Services to any patient of the Yukon Pharmacy.

12.2 The Compounding and Repackaging Pharmacy shall send any drug compounded or repackaged as part of the Services to the Yukon Pharmacy for dispensing to the patients of the Yukon Pharmacy by pharmacists or pharmacy technicians at the Yukon Pharmacy.

12.3 Pharmacists or pharmacy technicians at the Yukon Pharmacy are responsible for dispensing any drugs provided to the Yukon Pharmacy under this Agreement to the patients of the Yukon Pharmacy.

## **13. INSPECTION OF PHARMACY**

13.1 Upon reasonable notice being provided by the Yukon Pharmacy, the Compounding and Repackaging Pharmacy shall allow a pharmacist employed by the Yukon Pharmacy to

inspect the Compounding and Repackaging Pharmacy's facilities used in relation to the provision of the Services.

- 13.2 Subject to articles 8 and 9.1, the Compounding and Repackaging Pharmacy may impose reasonable confidentiality requirements in relation to observations made and information received during an inspection under article 13.1.

#### **14. QUALITY OF WORK AND PRODUCT**

- 14.1 The Compounding and Repackaging Pharmacy shall use appropriate and accepted processes in carrying out the compounding and repackaging activities included within the Services.
- 14.2 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".
- 14.3 The Compounding and Repackaging Pharmacy guarantees the quality of all drugs compounded or repackaged, or both, under this Agreement in accordance with Schedule "B".

#### **15. YUKON PHARMACY'S OBLIGATION**

- 15.1 In any request for Services under this Agreement, the Yukon Pharmacy shall ensure that its pharmacists do not refer a prescription to the Compounding and Repackaging Pharmacy for the purposes of obtaining the Services unless its pharmacists have taken reasonable steps to ensure that the prescription is:
- (a) valid;
  - (b) current, accurate, complete and appropriate; and
  - (c) for a drug that is not available from a source in the Yukon.
- 15.2 The Yukon Pharmacy shall ensure that its pharmacists dispense any drugs that are compounded or repackaged by the Compounding and Repackaging Pharmacy under this Agreement to the Yukon's Pharmacy's patients in accordance with standards applicable to the practice of pharmacy in the Yukon.
- 15.3 Without limiting the generality of article 15.2, the Yukon Pharmacy shall ensure that its pharmacists are responsible for all patient interactions and are responsible to ensure the appropriateness of the drug therapy.
- 15.4 Nothing in this Agreement removes the requirement for a pharmacist dispensing a drug at the Yukon Pharmacy to perform a final check to confirm that the drug is as prescribed and appropriate for the patient of the Yukon Pharmacy.

#### **16. PROVISION OF CONTRACT TO REGISTRAR**

- 16.1 The parties each acknowledge that the Registrar of the College and the Registrar of Pharmacists in the Yukon 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.

## **17. GENERAL**

- 17.1 Subject to article 17.2 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.
- 17.2 This Agreement is designed to address the regulatory requirements under section 19(a) of the *Pharmacy and Drug Regulation* 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 to ensure compliance with clause (a).
- 17.3 Any amendment to this Agreement must be in writing and signed by both parties.
- 17.4 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.
- 17.5 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.
- 17.6 Neither party may assign this Agreement or any portion of it.
- 17.7 This Agreement shall be interpreted in accordance with and is governed by the laws of the Province of Alberta.
- 17.8 The following provisions survive termination of this Agreement: articles 6, 7, 8, 9, and 16.
- 17.9 The Compounding and Repackaging Pharmacy warrants that the licensee of its pharmacy is authorized to sign this Agreement on its behalf.
- 17.10 The Yukon Pharmacy warrants that the person named below is authorized to sign this Agreement on its behalf.
- 17.11 This Agreement shall enure to be the benefit of and be binding upon the parties hereto and their respective personal representatives, executors, administrators, successors and permitted assigns.
- 17.12 This Agreement applies only to the provision of Services in the Province of Alberta and the Yukon.

## **18. CONDITION PRECEDENT**

- 18.1 It is condition precedent to the effectiveness of this Agreement that the Compounding and Repackaging Pharmacy has given notice of intention to enter into this Agreement to the College and the regulatory authority for pharmacy in the Yukon and received the approval of the College and the regulatory authority for pharmacy in the Yukon.

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

**<COMPOUNDING AND REPACKAGING PHARMACY>**

Per: \_\_\_\_\_  
                    <NAME of licensee>

\_\_\_\_\_  
                    <SIGNATURE of licensee>

**<Yukon PHARMACY>**

Per: \_\_\_\_\_  
                    <NAME of authorized signatory>

\_\_\_\_\_  
                    <SIGNATURE of authorized signatory>

## **SCHEDULE “A”**

### **DESCRIPTION OF THE SERVICES UNDER THIS AGREEMENT**

The Compounding and Repackaging Pharmacy shall provide the Services to the Yukon 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>