



# LUBRICANTS PACKAGING MANAGEMENT ASSOCIATION

## Participation Agreement *MARYLAND*

JANUARY 15, 2026

1. **Interpretation**

1.1 In this Agreement, unless the context otherwise requires:

- (a) **“Act”** means the Maryland *Environment – Statewide Recycling Needs Assessment and Producer Responsibility for Packaging Materials Act* (ss. 9-2501 through 9-2512), as may be amended from time to time.
- (b) **“Agreement”** means this Participation Agreement.
- (c) **“Brand”** means any mark, word, name, symbol, design, device or graphical element, or a combination thereof, including a registered or unregistered trademark, that identifies a Product and distinguishes the Product from other products;
- (d) **“Brand Owner”** means a Person that owns or licenses a Brand or that otherwise has rights to market a product under the Brand, whether or not the Brand’s trademark is registered;
- (e) **“Brands and Products Information”** is defined in section 5.3(a);
- (f) **“Business Day”** means any day other than a Saturday, Sunday, State of Maryland holidays or federal legal holidays.
- (g) **“Consumer”** means any Person who receives Program Materials in connection with a Product and is located at a location in the State as identified in the Plan.
- (h) **“Fees/Dues Schedule”** means the LPMA’s Fees/Dues Schedule as posted on the LPMA website, as determined from time to time by the LPMA’s Board of Directors.
- (i) **“LPMA”** means the Lubricants Packaging Management Association.
- (j) **“Notice”** is defined in section 6.1.
- (k) **“Packaging”** means a material, a substance, or an object that is used to protect, contain, transport, serve, or facilitate the delivery of a Program Material that is sold or supplied with the Program Material to the Consumer for personal, noncommercial use and that is sold, offered for sale, imported, or distributed in the State. “Packaging” includes:
  - (i) Primary, secondary, and tertiary packaging intended for the Consumer market; and
  - (ii) Service packaging designed and intended to be filled at the point of sale.
- (l) **“Participant”** means the undersigned Producer who is a participant in the Program pursuant to this Agreement.
- (m) **“Person”** means any individual, public or private corporation, partnership, association, firm, trust or estate, franchisee or franchisor; or any other legal entity whatsoever which is recognized by law as the subject of rights and duties.
- (n) **“Plan”** means the plan for the operation and administration of the Program, as may be amended from time to time.
- (o) **“Producer”** means the following Person, as applicable, that is responsible for compliance with a producer responsibility plan under the Act:

- (i) For Program Materials sold in or with packaging at a physical retail location in the State:
  - (1) If the Program Material is sold in or with Packaging under the Brand of the item manufacturer or is sold in Packaging without Brand identification, the Producer is the item manufacturer;
  - (2) If there is no Person described in (1), the Producer is the Person that is licensed to manufacture and sell or offer for sale to Consumers in the State a Program Material with Packaging under the Brand of another manufacturer or Person;
  - (3) If there is no Person described in (1) and (2), the Producer is the Brand Owner of the item;
  - (4) If there is no Person described in (1) through (3) within the United States, the Producer is the Person that imports the Program Material into the United States for use in a commercial enterprise that sells, offers for sale, or distributes the item in the State; or
  - (5) If there is no Person described in (1) through (4), the Producer is the Person that first distributes the Program Material in or into the State;
- (ii) For Program Materials sold or distributed in Packaging in or into the State via e-commerce, remote sale, or online distribution:
  - (1) For Packaging used directly to protect or contain the Program Material, the Producer of the Packaging is a Producer under (i); and
  - (2) For Packaging used to ship the Program Material to a Consumer, the Producer of the Packaging is the Person that packages the Program Material to be shipped to the Consumer;
- (iii) For Program Materials that are not described in (i) and (ii), the Producer of the Program Material is the Person that first distributes the Program Material in or into the State;
- (iv) For a Producer identified in (i) through (iii) that is a business operated wholly or in part as a franchise, the Producer of the Program Material is the franchisor if the franchisor has franchisees that have a commercial presence in the State;

“Producer” does not include:

- (v) A state, federal or state agency, a political subdivision, or other governmental unit;
- (vi) A registered 501(c)(3) charitable organization or 501(c)(4) social welfare organization;
- (vii) A de minimis producer exempt under the Act;
- (viii) An entity that owns or operates a single retail sales establishment that:
  - (1) Has no online sales; and
  - (2) Is not supplied or operated as part of a franchise or a chain.

- (p) **“Producer Responsibility Dues”** means any producer responsibility dues payable by a Participant in respect of Program Materials in the amounts set out in the LPMA Fees/Dues Schedule, as posted on the LPMA website, as determined from time to time by the LPMA’s Board of Directors.
- (q) **“Product”** means an economic good that is distributed, marketed or sold to a Consumer. “Product” includes such materials sold in bulk for use at a later time in containing, protecting, delivering, or presenting items.
- (r) **“Program”** means the producer responsibility program respecting Program Materials operated and administered in the State in accordance with the Plan.
- (s) **“Program Material”** means a Packaging Material used in respect of the Products identified in the LPMA Applicable Products List as posted on the LPMA website, as determined from time to time by the LPMA’s Board of Directors.
- (t) **“Proprietary Information”** is defined in section 4.1.
- (u) **“Rules”** means any of the LPMA’s and/or a Subsidiary’s plans, policies, procedures, fees/dues schedules, bylaws, or other terms or conditions governing the Plan, the Program or the Participant, as each may be amended from time to time by the LPMA’s Board of Directors, setting out the terms and conditions of the Program.
- (v) **“State”** means the State of Maryland.
- (w) **“Subsidiary”** means any corporation or other unincorporated entity of which LPMA possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of that corporation or unincorporated entity, whether through ownership of voting securities; membership in an unincorporated entity; the power to appoint or remove members of such corporation or unincorporated entity’s board of directors; by contract or otherwise.

1.2 Words importing the singular gender include the plural and vice versa; words importing gender include the masculine, feminine and neuter gender; words importing Persons include individuals, bodies corporate, partnerships, and unincorporated organizations.

## 2. **Terms of Participation**

2.1 The Participant acknowledges that it is a Producer and is hereby permitted to participate in the Program pursuant to this Agreement in accordance with the Plan and the Rules.

2.2 The Participant in consideration of being permitted to become a Participant in the Program, hereby agrees:

- (a) To comply with this Agreement, the Plan and any Rules applicable to the Program;
- (b) To pay to the LPMA any Producer Responsibility Dues set out on the Fees/Dues Schedule for each Program Material in respect of which the Participant is a Producer. Producer Responsibility Dues include the dues for planning and implementation of the Program and notwithstanding the date the Participant accepts this Agreement for participation in the Program, such dues shall be payable from the respective effective date for each set out on the Fees/Dues Schedule;
- (c) To comply provide information to the LPMA in accordance with section 5; and
- (d) That the LPMA has the authority to make Rules, policies or procedures in relation to the Plan, the Program, and any Products or Program Materials. The Participant agrees to be bound by any

applicable Rules, policies or procedures applicable to it and made by LPMA so long as such Rules, policies, or procedures comply with applicable state and/or federal law. This Agreement and/or LPMA's Rules may be amended from time to time by the LPMA's Board of Directors.

- (e) The Participant shall not charge any new or additional Consumer-facing fee to members of the public, businesses, service providers, the State or any political subdivisions, or any other person who is not a producer, unless the fee is
  - (i) A deposit made in connection with a Product's refill, reuse, or recycling that can be redeemed by a Consumer; or
  - (ii) A charge for service by a service provider.

### 3. **Term and Termination**

3.1 **Term.** Participant agrees that upon the Participant's delivery to the LPMA of a copy of this Agreement executed by an authorized signing officer of the Participant, the term of this Agreement and the Participant's participation in the Program will commence on the Participant's receipt of written confirmation from the LPMA that the Participant has been approved, at the LPMA's sole discretion, to participate in the Program, and will continue thereafter for a period of 1 year. Thereafter, this Agreement and the obligations flowing therefrom shall automatically renew for successive 1-year terms on the anniversary date of the approval of the Participant's participation in the Program, unless the Participant gives written Notice of termination to the LPMA at least 60 days prior to the end of the then current term.

#### 3.2 **Termination.**

- (a) Where the Participant has given written Notice of its intention to terminate this Agreement in accordance with the notice period above, this Agreement shall terminate at the end of the then current term.
- (b) The LPMA may terminate this Agreement immediately by written Notice to the Participant:
  - (i) if the Participant ceases to carry on business; or
  - (ii) if the Participant fails to comply with the LPMA's Rules and terms of this Agreement and such failure remains after 30 days of from the delivery of a Notice of non-compliance to the Participant by the LPMA.

### 4. **Confidentiality**

4.1 **"Proprietary Information"** means information that, if made public would divulge competitive business information or trade secrets of the entity that developed the information; or would reasonably hinder the entity's competitive advantage in the market. The term "trade secret" as used in this definition has the same meaning as in MD Commercial Law Code § 11-1201.

4.2 Subject to sections 5.2 and 5.3 and as required for compliance with applicable laws, the LPMA shall:

- (a) Keep confidential any properly identified Proprietary Information provided by the Participant; and
- (b) Exclude from release to the public or any unauthorized entity any properly identified Proprietary Information provided by the Participant to the LPMA in the Plan.

- 4.3 **Burden to demonstrate information is proprietary.** The Participant submitting the information to the LPMA: (a) has the burden to identify and demonstrate the submitted information is Proprietary Information at the time of submission; and (b) must describe with particularity which information it considers Proprietary Information and why. If part of a document is Proprietary Information and part is not, the Participant must submit two copies of the document, one unredacted and marked confidential and one redacted. The LPMA need only protect or withhold Proprietary Information clearly and properly identified at the time of submission.
5. **Recordkeeping, Production of Records, and Audits**
- 5.1 **Duty to preserve and maintain records.** The Participant must keep and preserve all books and records in accordance with State and federal laws. The Participant must keep and maintain all documents and records necessary to determine compliance with the Program for a period of 5 years. Such records must be open to inspection by the LPMA at any time.
- 5.2 **Sales data.** The Participant shall submit quarterly reports to the LPMA within thirty (30) days following the end of each calendar quarter. These reports must detail the weight or volume of Program Materials sold by category in the State and must be prepared in the format and manner determined by the LPMA from time to time and as specified on the LPMA's website. Sales data provided to the LPMA by the Participant shall be kept confidential. Notwithstanding the foregoing the LPMA may aggregate such Sales data with the Sales data of other Producers participating in the Program for analytical, reporting or statistical purposes, including without limitation for inclusion in the LPMA's annual report, provided that such aggregated data does not identify the Participant as the source of the data or disclose any information that could reasonably be used to identify the Participant.
- 5.3 **Duty to report on Program Materials and Brands.**
- (a) On execution of this Agreement by the Participant, and thereafter not less than annually on or before June 1 each calendar year, the Participant shall submit to the LPMA an accurate list of the Participant's Brands, the name of each the Participant's Program Materials, and the contact information for a Participant representative (collectively, "**Brands and Products Information**") using the Brands and Products Information form (attached to this Agreement as **Appendix A**) or such other form or methods implemented by the LPMA and posted on the LPMA website.
- (b) The Participant must ensure it maintains and periodically reports to the LPMA on any changes to the Participants' Brands and Products Information. The Participant acknowledges and agrees that the LPMA may make public and report to the Secretary on the Participant's Brands and Products Information.
- 5.4 **Duty to produce records.** If requested by the LPMA the Producer must submit documents and records to the LPMA within 10 Business Days. The Participant must submit documents and records related to the calculation and payment of Producer Responsibility Dues, recycling rates, collection rates, post consumer-recycled-content rates (as such terms are defined in the Regulation), and any other materials necessary for to determine compliance with the Program to the LPMA within 10 Business Days.
- 5.5 **Material Audits.** The Participant agrees that the LPMA may, from time to time, audit the records of the Participant, through the use of a firm of chartered accountants with respect to the sale and/or supply of Program Materials. Audits may include random bale tracking to verify chain of custody of materials. Audits

must demonstrate and certify that the end markets meet the standards of “responsible” as defined by the Act. The LPMA must indicate what information is requested to be deemed confidential.

6. **General**

6.1 **Notice.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a “**Notice**”) shall be in writing and is deemed to have been given:

- (a) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested);
- (b) on the date sent by e-mail if sent during normal business hours of the recipient, and on the next Business Day is any day that if sent after normal business hours of the recipient; or
- (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

6.2 Notices shall be delivered to a party at the address for Notice it designates from time to time by Notice delivered to the other party or, if a party has not designated an address for Notice, to last known registered office address on the public records for such party.

6.3 **Assignment.** In order to facilitate the management and administration of the Program, or as may otherwise be required for compliance with local or state-level laws, LPMA reserves the right to and the Participant agrees that LPMA may assign this Agreement, any of its rights under this Agreement, any Plans or Rules, in whole or in part, to a Subsidiary, including, but not limited to, the creation, management and administration of any Plan or Rule or the collection of any dues, or other amounts owing by the Participant to LPMA. The Participant agrees to be bound by and comply with any such Plans or Rules, or parts of them, that are created, managed administered, delegated to, or otherwise carried out by a Subsidiary.

6.4 **Severability.**

- (a) If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- (b) If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision in place of the provision so deleted.

6.5 **No assignment by Participant.** The Participant shall not assign or otherwise transfer this Agreement without the prior written consent of the LPMA.

6.6 **No partnership.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties.

6.7 **No waiver.** No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement and signed by the party waiving its right. Any waiver authorized on one occasion is effective

only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.

- 6.8 **Counterparts.** Transmission of an executed copy of this Agreement by email (in PDF) or other electronic or digital transmission (including by transmission over an electronic signature platform acceptable to the LPMA such as DocuSign or the equivalent thereof) shall take effect as the transmission of an executed by handwritten signature of this Agreement.

[signature page follows]

By executing the Agreement where indicated below, the Participant agrees to be bound by the terms and conditions of this Agreement.

**Participant Name:**

\_\_\_\_\_

Per: \_\_\_\_\_

Authorized Signatory

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Appendix A**

**Lubricants Packaging Management Association  
Brands and Products Information Form  
Maryland**

**Date:** \_\_\_\_\_, 20\_\_

**Participant name:** \_\_\_\_\_  
*(full legal entity name of the Participant/Producer)*

**Participant Brands (*list below*):**

**Participant Program Materials (*list below*):**

**Primary contact person for the Participant:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business e-mail: \_\_\_\_\_

Business address: \_\_\_\_\_

**Acknowledgment:** By submitting this form, you confirm for and on behalf of the Participant named above that the information provided is accurate and up to date.

Signature: \_\_\_\_\_

Name (*print*): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_