BRITISH COLUMBIA GENERIC DRUG LISTING TERMS AND CONDITIONS

1. In these Terms and Conditions, the following words shall have the following meanings:

   "**Accepted**" means, in relation to any generic drug product, a product which the Province confirms will be listed on a PharmaCare formulary and made eligible for PharmaCare reimbursement as of the Effective Date.

   "**Accepted Price**" means, in relation to a Product that is designated as Accepted;

   (a) for any Product that is not subject to the Tiered Pricing Framework, the price proposed by the Supplier in the Generic Listing Submission Workbook.

   (b) for any Product subject to the Tiered Pricing Framework, the price that the Province establishes through application of the Tiered Pricing Framework.

   "Effective Date" means the date (as established by the Province) on which a Product will be listed on a PharmaCare formulary and made eligible for PharmaCare reimbursement.

   "Generic Listing Submission Workbook" means the document produced by the Province through which the Supplier submits the required information about the Product.

   "**Supplier**" means the entity that manufactures, sells, or distributes one or more generic drug products and that has agreed to these Terms and Conditions, as evidenced by the signature of an authorized representative on the final page of these Terms and Conditions.

   "**Product**" means a drug that is supplied by the Supplier.

   "**Province**" means Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Health.

   "**Tiered Pricing Category**" means a drug category that is subject to the Tiered Pricing Framework or added to the Tiered Pricing Framework by the Province.

   "**Tiered Pricing Framework**" means the Pan-Canadian Generic Value Price Initiative Generic Pricing Framework implemented by the Pan-Canadian Pharmaceutical Alliance.

2. The decision to designate any Product as Accepted is in the sole discretion of the Province, and any designation of a Product as Accepted may be cancelled at any time by the Province, without notice to the Supplier.

3. If a Product is designated as Accepted, the Province will notify the Supplier of the Effective Date. The Supplier will supply the Product in British Columbia at the Accepted Price commencing on the Effective Date and continuing thereafter for so long as the Product remains designated as Accepted, in accordance with the *Pharmaceutical Services Act* and its associated regulations, and on the terms and conditions set out herein. Notwithstanding the foregoing, the Province, in its sole discretion, may agree to a change in the Accepted Price after the Effective Date. If the Supplier requests an increase in the Accepted Price and the Province refuses to agree to the increase, the Supplier may request that the Product no longer be designated as Accepted as of 30 days from the date of the request, and the Province will comply with that request.

4. If a Product becomes part of a Tiered Pricing Category, the Province may require the Accepted Price of the Product to be changed to a price that will be determined by the Province through the application of the Tiered Pricing Framework.

5. If the Province enters into an agreement to which section 13 of the Drug Price Regulation applies, and that agreement provides that a generic drug product is to be subject to pan-Canadian pricing, the Province may require the Accepted Price of a Product to be changed to the price required by the agreement.

6. The Supplier warrants and represents that each Product that is designated as Accepted is available in sufficient amounts for delivery to pharmacies in British Columbia as of the date these Terms and Conditions are agreed to by the Supplier and continuing thereafter for so long as the Product remains designated as Accepted.

7. If at any time the Supplier foresees that it may not meet the demand in British Columbia for any Accepted Product, the Supplier shall, as soon as practicable, notify the Province in writing. The Supplier shall further take all reasonable steps necessary to rectify the aforementioned situation as quickly as possible. Notwithstanding the above, the Supplier understands and acknowledges that the Province may, in its sole discretion and without notice, determine that the Supplier is unable to meet demand in British Columbia for an Accepted Product, and change the designation of the Product from Accepted to Unaccepted, thereby cancelling the listing of the Product on a PharmaCare formulary and making the Product no longer eligible for PharmaCare reimbursement.

8. The Supplier warrants and represents that all information provided by the Supplier to the Province in relation to a Product is accurate and complete, and the Supplier acknowledges that the Province will rely on the information provided by the Supplier to determine whether to designate a Product as Accepted.

   If:

   (a) the Supplier provides inaccurate or incomplete information in relation to a Product;
   (b) the Province designates the Product as Accepted, and in doing so, relies in whole or in part on the inaccurate or incomplete information provided by the Supplier; and

(c) the Province subsequently designates the Product as Unaccepted on the basis that the information provided by the Supplier was inaccurate or incomplete,

the Supplier, if required by the Province, will indemnify the Province for any costs (including costs relating to securing and/or subsidizing, or increasing the subsidy for, products provided by another supplier, additional dispensing fees and all actual legal expenses) incurred, directly or indirectly, by the Province in relation to the change in designation of the Product.

9. Actual PharmaCare reimbursement of any Product designated as Accepted is subject to the *Pharmaceutical Services Act* and its associated regulations, PharmaCare policies, plan rules and reimbursement practices as may be amended from time to time in the sole discretion of the Province.

10. The Supplier consents to the Province engaging in unrestricted communication with its agents, contractors, Health Canada, other provinces and territories including their ministries, agencies and departments, the Canadian Agency for Drugs and Technologies in Health, the Patented Medicines Prices Review Board, health authorities and health care practitioners in relation to any of the Products.

11. Nothing in these Terms and Conditions or in any other documentation produced by the Province or in any action taken by the Province in relation to the generic drug submission and listing process, shall supersede the *Pharmaceutical Services Act* or its associated regulations.

These Terms and Conditions are agreed to and accepted by the Supplier, as evidenced by the signature below of the authorized representative of the Supplier.

_____ _____

Signature of authorized representative Date of signature

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Title of authorized representative

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Name of the Supplier