

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE EUROPEAN CHEMICALS AGENCY
AND
ENVIRONMENT CANADA / HEALTH CANADA**

COVER NOTE

Summary:

With a view to enhancing technical cooperation between the European Chemicals Agency (ECHA), the European Union's regulatory agency established in 2007 for the purposes of managing and in some cases carrying out the technical, scientific and administrative aspects of the REACH Regulation and to ensure the consistency at European Union level in relation to these aspects, including the evaluation and control of risks of certain chemical substances, and the Canadian federal authorities having regulatory jurisdiction in the field of chemical safety, namely the Minister of Environment Canada and the Minister of Health Canada, the Parties are committed to pursue an evolving work plan on matters within their mandates.

Having regard to the fact that the European Union and its Member States as well as the government of Canada have mandated the Parties to act as regulatory authorities with similar tasks and approaches with respect to chemicals management, Canada and ECHA are natural partners for the establishment of a Memorandum of Understanding on technical cooperation.

This Memorandum of Understanding is established within the parameters of the Parties' respective mandates; this memorandum is not intended to be legally binding.

This Memorandum of Understanding may be complemented in the future by a separate agreement between the European Union and Canada focused on establishing the exchange of confidential business information (CBI) in accordance with Article 120 of the REACH Regulation, and s. 316 the *Canadian Environmental Protection Act, 1999*.



**Memorandum of Understanding concerning technical
cooperation
between
the European Chemicals Agency (ECHA)
and
Environment Canada / Health Canada**

The European Chemicals Agency (ECHA) and Environment Canada / Health Canada, hereinafter referred to as the "Parties",

Having regard, within their respective mandates as set out in the Founding Regulation 1907/2006 ("REACH Regulation") for ECHA¹ and in the *Canadian Environmental Protection Act, 1999*, respectively, to the potential of cooperating, as regulatory authorities in the field of chemicals safety, on technical issues of mutual interest and concern;

Whereas:

1. It is within the Parties' common interest as well as in the public interest to enhance their technical cooperation in contributing to a high level of protection of human health and of the environment;
2. The Parties take note with satisfaction of their initial contacts dedicated to identifying possible areas of mutual interest and cooperation;
3. The Parties remain conscious that this Memorandum of Understanding focuses on issues of technical cooperation, the communication of non-confidential information and the exchange of views on regulatory tasks within their respective mandates. Issues touching upon the implementation and further development of policies in this sector would require a separate Memorandum of Understanding to be established between the European Commission and the Parties;
4. The Parties confirm their understanding that any exchange of confidential business information as described in Article 120 of the said Regulation 1907/2006, or s.316 of the *Canadian Environmental Protection Act, 1999* will furthermore require an international agreement to be established between the European Union and Canada;
5. The Parties, within these boundaries, agree that professional peer contacts between them should be strengthened,

Have reached the following understanding:

I. Purpose of the Memorandum of Understanding

¹ As well as in the Regulation 1272/2008 ("CLP Regulation") and other Regulations that may in future entrust ECHA with further tasks which correspond, mututis mutandis, with the tasks of Health Canada / Environment Canada;



The purpose of this Memorandum of Understanding ("MoU") is to enhance technical cooperation between the Parties to share knowledge and exchange experience and best practice on matters of mutual interest through the various means described below.

II. Scope

In accordance with their respective mandates, co-operation between the Parties shall relate to the following areas:

- scientific collaboration and information exchange, in particular with regard to the registration (i.e. inventory) as well as hazard and risk assessment of chemical substances;
- exchange of operational experience as well as of experience in strengthening regulatory capacities, for instance through training programmes;
- communication activities;
- active dissemination of public information and publications related to each other's activities;
- information exchange on matters of common interest, including emerging risks from chemical substances or guidance development.

This Memorandum of Understanding will be implemented by putting a rolling Work Plan (see Annex) into effect.

III. Means of cooperation

The Parties undertake, where possible and appropriate, to pursue the objectives of this Memorandum of Understanding through the following means:

- (a) General knowledge exchange: The Parties will share and communicate materials or technical guidance on programmes and approaches established within their institutional mandates, as appropriate. They will provide each other with contact lists indicating staff members employed on matters of mutual interest to promote informal discussions on issues relevant to their execution of regulatory or institutional tasks, and update these lists at reasonable intervals;
- (b) Missions and exchange of staff: The Parties will, subject to available resources, promote the exchange of experience by continuing to enable personal contact of their staff members through missions to each other's institutions, focusing on priority areas of interest and on an "as needed" basis. Such missions may also be complemented or replaced by video and teleconferences. They will also investigate the legal and practical possibilities for a potential exchange of staff (i.e., the secondment of staff – unilaterally or in the format of an exchange programme – to each other's institutions for a longer period of time);
- (c) Cooperation on training: The Parties will exchange mutually suitable training and self-study material as well as explore possibilities to organise joint training events on matters of common interest and relevance. The Parties will share training modules (e.g. webinar material, training manuals established by either of the Parties) and identify specific training needs that may be satisfied through their cooperation. The Parties will also share informal guidance on topics of interest to the strengthening of capacities of their respective staff. They will also exchange experience on training and coaching methods and tools as well as provide contact details of staff members in charge of organising training events.
- (d) Cooperation on communication: The Parties will also exchange public information and best practice related to their activities to address

stakeholders including the general public and more specific audiences / target groups (i.e. the protection of human health and of the environment) and will establish contacts between staff members handling such communications activities; these communications are not intended to include confidential business information;

- e) Any other feasible means: The Parties may furthermore identify any other appropriate means within the parameters of their mandates to further their cooperation on the rolling Work Plan.

IV. Formalisation of cooperation

On the basis of this Memorandum of Understanding, the Parties shall at appropriate intervals draw up revised versions of the rolling Work Plan that is – in its initial version – part of this memorandum and annexed to this document.

V. Exchange of information

All exchange of information between the Parties will take place for the purpose of and in accordance with the provisions of this Memorandum of Understanding. The Parties shall designate one staff member, each, as a co-ordinator for the maintenance of close, direct and continuing contacts with a view to ensuring the application of the provisions of the present MoU. These main contact persons shall keep, and update as necessary, the contact lists of staff members mentioned under heading III b), above.

VI. Use of information

Each party shall ensure that information received on the basis of this MoU will be treated in accordance with any applicable legislation. Sharing of information shall safeguard the rights of third parties, including their Intellectual Property Rights, as outlined in the applicable legislation. This MOU is not to be construed as authorising the disclosure, use and processing of information for other purposes than provided under respective legislative mandates or this MOU.

VII. Divergences of interpretation or implementation

The Parties undertake to make their best efforts with a view to resolving any divergence that may arise in the implementation of this Memorandum of Understanding. The memorandum is not intended to be legally binding.

VIII. Amendments

The Parties may amend this Memorandum of Understanding by mutual written consent at any time.

IX. Termination

The Parties may terminate this Memorandum of Understanding giving at least three months written notice, or by mutual written agreement.

X. Rolling Work Plan

The rolling Work Plan attached to this Memorandum of Understanding forms an integral part of the memorandum, but can be amended separately by mutual written consent. It shall be updated at reasonable intervals, in particular when the tasks

outlined in the work plan are exhausted or should be complemented by new or additional actions.

XI. Entry into force

This MoU shall enter into force upon signature by all Parties.

Signed at

in duplicate on 21-05-2010

signed



Geert Dancet
Executive Director

FOR THE EUROPEAN CHEMICALS
AGENCY

signed

George Enei
Director General, Science and Risk
Assessment Directorate

signed

Margaret Kenny
Director General, Chemicals
Management Directorate

FOR ENVIRONMENT CANADA

signed

Karen Lloyd,
Director General, Safe Environments
Directorate

FOR HEALTH CANADA