MEMORANDUM OF UNDERSTANDING BETWEEN THE CONSUMER PRODUCT SAFETY COMMISSION OF THE UNITED STATES OF AMERICA AND THE HEALTHY ENVIRONMENTS AND CONSUMER SAFETY BRANCH OF THE DEPARTMENT OF HEALTH OF CANADA REGARDING COOPERATION RELATED TO THE SAFETY OF CONSUMER PRODUCTS

INTRODUCTION

The Consumer Product Safety Commission of the United States of America (CPSC)and the Healthy Environments and Consumer Safety Branch of the Department of Health of Canada (HECS), hereinafter referred to as the "Participants", recognize the importance of timely and effective communication and collaboration between U.S. and Canadian governmental authorities. These communications are especially important on matters relating to the safety of consumer products. The Participants in this Memorandum of Understanding (MOU) intend to establish mechanisms by which the sharing and exchange of documents and/or information between their employees relating to the risk management, enforcement/compliance, laboratory testing, recall, regulatory development, and post-marketing surveillance of these products would be facilitated as decided by the Participants.

The CPSC is an independent U.S. federal regulatory agency that protects the public against unreasonable risks of injuries and death associated with consumer products.

The HECS administers Canadian legislative measures that govern the advertising, sale and importation of products, materials or substances that are toxic, poisonous, flammable, explosive, corrosive, infectious, oxidizing and reactive. These measures also govern consumer products where the products, materials or substances are or are likely to be a danger to the health or safety of the public because of their design, construction or content.

The Participants recognize the rights and obligations of the United States and Canada under the North American Free Trade Agreement ("NAFTA") and other multilateral, regional and bilateral agreements to which both governments may be Parties.

I. PURPOSE

The Participants intend through this MOU:

(a) to enhance and strengthen the sharing and exchange of regulatory, risk assessment, risk management, emergency management, and public health and safety information and existing public health and safety protection cooperative activities between them related to the safety of consumer products; and

(b) without reducing the level of safety or of protection of human, animal or plant life or health, the environment or consumers, and taking into account international standardization activities, to the greatest extent practicable, to make compatible their respective standards-related measures.

II. SCOPE

This MOU covers consumer products. The Participants recognize that some consumer products may fall within the jurisdiction of one Participant but not both and that even where a consumer product falls within the jurisdiction of both Participants, they do not always have the same breadth of authority to regulate or address it. Nothing in this MOU is intended to be construed to extend a Participant's jurisdiction or to suggest that a Participant address the compatibility of standards related measures that are beyond its jurisdiction or authority.

III. COLLABORATIVE PROCESS AND INFORMATION SHARING

A. The Participants intend to collaborate in the selection of existing or evolving standards-related measures as candidates for priority action, pursuant to Section I (b).

B. Either Participant may notify the other of its existing or evolving standards-related measures that have the potential to be made compatible with those of the other Participant. The Participants intend thereafter to discuss the degree to which such measures may be made compatible prior to any action, publication, notification or issuance of information regarding such measures.

C. Subject to Section IV, the Participants may share information that is within the scope of the mandate and authority of each Participant, and which includes, but is not limited to, the following:

(a) Regulations, guidance documents, policies, procedures, and other scientific and technical documents available to the individual Participants that are related to such consumer products for which the Participants have responsibility;

(b) Post-marketing data and information that could have an impact on the public health and safety, such as laboratory testing results or information about regulatory actions including market withdrawals and product recalls;

(c) Information on product recalls of consumer products known by the CPSC to have been manufactured, advertised or distributed in Canada, and on such products known by HECS to have been manufactured, advertised or distributed in the United States;

(d) Information regarding products known by a Participant to be pending exportation to the other Participant's jurisdiction that are prohibited, or fail to comply with an applicable law or regulation in the exporting Participant's country; and

(e) Inspection reports and product sample test results such as those describing the conformity of consumer products with applicable regulatory requirements.

Such information is not intended to be used or distributed for purposes other than those envisaged by this MOU.

IV. CONFIDENTIALITY

The Participants intend to comply with domestic laws and regulations applicable to them when collecting or receiving confidential information, including information relating to the privacy of an individual, trade secrets or other information of a confidential nature, and intend not to use, divulge or release information received from another Participant to a third party, including governmental departments or agencies, without the express consent of the person or Participant involved.

V. SOURCE OF FUNDING

Each Participant intends to fund and carry out its own activities subject to, and to the extent made possible by, the availability of appropriated funds, personnel, and other resources.

VI. POINTS OF CONTACT

A. The appropriate contact for the CPSC is the Director, Office of International Programs and Intergovernmental Affairs, U.S. Consumer Product Safety Commission, 4330 East West Highway, Bethesda, MD, 20814, U.S.A.

B. The appropriate contact for HECS is the Director, Consumer Product Safety Bureau, Product Safety Program, Department of Health of Canada, Ottawa, Ontario K1A 0K9, Canada.

VII. DURATION AND PROCESS

A. This MOU comes into effect upon signature and is to continue in effect for a period of ten (10) years. At the end of the first year, the Participants intend to jointly review this MOU and make adjustments as necessary.

B. The Participants recognize that the responsibilities for the Canadian implementation of the Memorandum of Understanding between the U.S. Consumer Product Safety Commission and the Product Safety Branch, Bureau of Consumer Affairs, Department of Consumer and Corporate Affairs Canada of 21 June 1993 were assumed by the Healthy Environments and Consumer Safety Branch of the Department of Health of Canada since 1994.

   The Participants hereby terminate the above mentioned 1993 Memorandum of Understanding.

C. This MOU may be modified by mutual consent of the Participants. It may be terminated earlier by either Participant upon a 30-day written notification to the other Participant.

D. The Participants intend to establish a mechanism for regular bilateral meetings to conduct the activities under this MOU. This MOU does not modify existing cooperative activities nor does it preclude entering into separate arrangements for special programs that can be handled more efficiently and expeditiously by special arrangements.

E. Nothing in this MOU is intended to diminish or otherwise affect the authority of either Participant to carry out its regulatory responsibilities and programs.

F. The Participants do not intend to create by this MOU any legal obligations under international law.

SIGNED in duplicate, at Washington and Ottawa, in the English and French languages.

FOR THE CONSUMER PRODUCT SAFETY COMMISSION OF THE UNITED STATES OF AMERICA

June 22, 2005
DATE

FOR THE HEALTHY ENVIRONMENTS AND CONSUMER SAFETY BRANCH OF THE DEPARTMENT OF HEALTH OF CANADA

June 22, 2005
DATE