

Memorandum of Understanding
between
the European Chemicals Agency (ECHA)
and
The National Industrial Chemicals Notification & Assessment Scheme
(NICNAS)
of the Australian Government Department of Health & Ageing,
Related to Chemical Management Activities

The European Chemicals Agency (ECHA) and the National Industrial Chemicals Notification & Assessment Scheme (NICNAS) of the Australian Government Department of Health & Ageing, 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 *the Industrial Chemicals (Notification and Assessment) Act 1989 (ICNA Act)* provisions, 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 implementing the legislation falling within the parties respective mandates, thereby contributing to better harmonisation and a high level of human health and environmental protection;
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 issues reaching beyond technical cooperation and the exchange of views on regulatory tasks within their respective mandates and instead touching upon the implementation and further development of EU or Australia’s policies in this sector would require a separate accord to be established between the European Union, the Australian Government, and the Parties;

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 with the tasks of NICNAS.

4. 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

The purpose of this *Memorandum of Understanding* 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 may 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 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; and
- sharing information and experience on risk identification, risk assessment and risk management tools and other similar products and related expertise.

This Memorandum of Understanding is to be implemented by putting a rolling bilateral work plan 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 expect to share and communicate materials or technical guidance on programmes and approaches established within their institutional mandates, as appropriate. They expect to 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 expect to, 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 tele-conferences. They expect to 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 expect to 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 expect to share training modules (e.g. web based seminars material, training manuals established by either of the Parties) and identify specific training needs that may be satisfied through their cooperation. The Parties expect to share – occasionally very informal – “in-house guidance” on topics of interest to the strengthening of capacities of staff. They expect to 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 expect to exchange information and best practices related to their activities to address the general public and more specific audiences / target groups with information related to chemical safety (i.e., the protection of human health and of the environment) and expect to establish contacts between staff members handling such communications activities;
- e) Any other feasible means: The Parties may furthermore identify any other appropriate means within the parameters of their mandates to further their cooperation.

IV. Formalisation of cooperation

On the basis of the Memorandum of Understanding, the Parties will draw up a rolling work plan which will at appropriate intervals be revised. It will be updated at reasonable intervals by mutual consent, in particular when the tasks outlined in the work plan are completed or are to be complemented by new or additional actions.

V. Exchange of information

All exchange of information between the Parties is expected to take place for the purpose of and in accordance with the provisions of this Memorandum of Understanding. The Parties intend to 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 this Memorandum of Understanding. These main contact persons expect to keep, and update as necessary, the contact lists of staff members mentioned under heading III a), above.

VI. Use of information

Information exchange under this Memorandum of Understanding is to be treated in accordance with applicable laws and policies. Sharing information is to be consistent with applicable laws and policies, including that which is intended to safeguard the rights of third parties (in particular, their intellectual property rights). This Memorandum of Understanding is not to be construed as authorising the disclosure, use and processing of information for other purposes than provided under respective law.

VII. Divergences of interpretation or implementation and Legal effect

The Parties undertake to make their best efforts with a view to resolving any divergence of opinion that may arise in the implementation of this Memorandum of Understanding.

This Memorandum of Understanding does not create any legal obligation, or legal right or benefit, substantive or procedural, enforceable against any of the Parties. It will be carried out subject to the availability of appropriated funds and other resources, and nothing in this Memorandum of Understanding legally obligates the Parties to expend funds or provide other resources.

VIII. Amendments

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

IX. Termination

Either Participant may discontinue its participation under this Memorandum of Understanding giving at least three months written notice to the other Participant, or by mutual written consent.

X. Commencement of MoU

This Memorandum of Understanding is to commence upon signature by the Parties.

Signed at.....

Geert Dancet, Executive Director
European Chemicals Agency

Marion Healy, Director
National Industrial Chemicals Notification & Assessment Scheme (NICNAS),
Australian Government Department of Health & Ageing