

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CONSUMER PRODUCT SAFETY COMMISSION OF THE
UNITED STATES OF AMERICA
AND
THE AUSTRALIAN COMPETITION AND CONSUMER COMMISSION OF
THE COMMONWEALTH OF AUSTRALIA
REGARDING COOPERATION RELATED TO THE SAFETY OF
CONSUMER PRODUCTS**

Introduction

The Consumer Product Safety Commission of the United States (CPSC) and the Australian Competition and Consumer Commission of the Commonwealth of Australia (ACCC), hereinafter referred to as the “Participants,”

Recognizing

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

That the ACCC is an independent statutory authority that promotes competition and fair trade in the market place to benefit consumers, businesses and the community and also regulates national infrastructure services.

That the ACCC’s primary responsibility is to ensure that individuals and businesses comply with the Commonwealth competition, fair trading and consumer protection laws.

That as the national consumer product safety regulator, the ACCC undertakes a range of hazard assessment, regulatory, compliance and education programs specific to improving consumer product safety in Australia.

That under a new Australian Consumer Law scheduled to apply from 1 January 2011, the ACCC will also have regulatory powers over consumer product related services such as installation.

The rights and obligations of the United States and Australia under other multilateral, regional and bilateral agreements to which both governments may be signatories; and

The importance of timely and effective collaboration between U.S. and Australia;

Have reached the following understanding:

Article 1: Purpose

The purpose of this MOU is to describe a framework of cooperation between the Commonwealth of Australia and the United States of America that is intended to help reduce the risks of injuries and fatalities associated with consumer products in the two countries. Voluntary joint activities may include, but need not be limited to, cooperation:

- (a) to improve compliance with the relevant consumer product safety requirements in the United States of America and the Commonwealth of Australia;
- (b) to improve market surveillance and other enforcement mechanisms;
- (c) to enhance and strengthen the sharing and exchange of public regulatory information where legally appropriate; and
- (d) to assess product safety risks and to align consumer product safety requirements when product safety can be enhanced.

Article 2: Scope

This MOU covers consumer products under the jurisdictions of the participants. Nothing in this MOU is intended to be construed to extend a Participant's jurisdiction or to suggest that a Participant addresses matters that are beyond its jurisdiction or authority.

Article 3: Activities

The Participants, in accordance with their legal authorities, intend to exchange public information and develop cooperative activities. These information exchanges and cooperative activities may include, but are not necessarily limited to, the following:

- A. *Regulatory Cooperation:* The Participants intend to ensure that the other is aware of its existing public or evolving standards-related measures that have the potential to be made compatible with those of the other Participant. The Participants welcome discussions on how such measures may be made compatible.
- B. *Sharing Public Information:* On a voluntary basis, participants may choose to share information that is within the mandate and legal authority of each Participant. Such information is not intended to be used or distributed for purposes other than those envisaged by this MOU. Examples of the types of public information might include (but need not necessarily be limited to):
 - (a) Regulations, guidance documents, policies, procedures, and certain scientific and technical documents that are related to such consumer products, or injuries or mortalities from such consumer products, for which the Participants deem appropriate and have responsibility;
 - (b) Any public consumer and supplier education and marketing and research materials, in support of and/or the results of an education or marketing campaign, such as brochures or informational videos that are related to such consumer products for which the Participants have responsibility;
 - (c) Information that could have an impact on the public health and safety, such as certain public laboratory testing results or public information about regulatory actions including market withdrawals and product recalls;
 - (d) Notices of publicly available information on product recalls of consumer products known by the CPSC to have been manufactured, advertised or distributed in the Commonwealth of Australia, and on such products known by the ACCC to have been manufactured, advertised or distributed in the United States; and

- (e) Public 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 and applicable law or regulation in the exporting Participant's country.
- C. *Training and outreach*: The Participants intend to consider, on a case-by-case basis, and subject to resources and other limitations, training programs and other capacity building activities that are mutually beneficial. Examples of these activities may include:
- (a) Training of technical staff, laboratory, compliance investigators, inspectors, and other product safety personnel;
 - (b) Joint capacity building efforts for third countries.
- D. *Employee Exchange*: The Participants intend to further facilitate the information sharing and training outlined in this MOU by enabling the exchange of employees where mutually feasible and consistent with law, policies, and mission priorities.
- E. *Joint Programs*: The Participants intend to explore the possibility of engaging in joint recalls, market surveillance, and other product safety initiatives, when mutually feasible, practicable, and legally appropriate.

Article 4: 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 funds, personnel, and other resources.

Article 5: Points of contact

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.

The appropriate contact for the ACCC is the General Manager, Product Safety Hazard Response Branch, Australian Competition and Consumer Commission, GPO Box 3131, CANBERRA ACT 2601, 23 Marcus Clarke Street, CANBERRA ACT 2601, Australia.

Article 6: Duration and process

This MOU is intended to commence upon signature by the Participants' representatives and expires after two years unless renewed by the Participants.

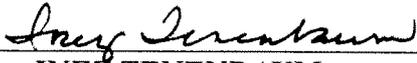
This MOU may be modified by mutual consent of the Participants. It may be discontinued earlier by either Participant upon a 30-day written notification to the other Participant.

The Participants intend to establish a work plan to conduct the activities under this MOU.

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

This MOU is not binding and the Participants do not intend to create by this MOU any legal obligations under international law.

SIGNED at Sydney, Australia in two originals in the English language.



INEZ TENENBAUM
Chairman

January 13, 2011
Date

*For the Consumer Product Safety Commission
of the United States of America*



GRAEME SAMUEL
Chairman

23rd December 2010
Date

*For the Australian Competition and Consumer
Commission of the Commonwealth of Australia*