Memorandum of Understanding

between

The U.S. Consumer Product Safety Commission
Office of Hazard Identification and Reduction,
Directorate for Health Sciences,
Division of Toxicology & Risk Assessment

and

The U.S. Environmental Protection Agency
Center for Public Health and Environmental Assesment
Office of Research and Development

and

Center for Computational Toxicology & Exposure
Office of Research and Development

ARTICLE I. PARTIES

The Parties to this Memorandum of Understanding ("MOU") are the U.S. Consumer Product Safety Commission ("CPSC") Office of Hazard Identification and Reduction, Directorate for Health Science, Division of Toxicology & Risk Assessment ("HSTR"); the U.S. Environmental Protection Agency's ("EPA") Center for Public Health & Environmental Assessment ("CPHEA") and the Center for Computational Toxicology & Exposure ("CCTE").

ARTICLE II. PURPOSE

The purpose of this MOU is to recognize the mutual benefits of a collaborative partnership to improve consumer product and environmental safety and health conditions throughout the United States. The Parties seek to collaborate and share expertise to promote the use of the best available science and risk assessment methods in advancing the EPA's mission of protecting the environment and public health, and the CPSC's mission to protect the public against unreasonable risks of injury associated with consumer products.

ARTICLE III. AUTHORITIES

A. The EPA administers Section 103 of the Clean Air Act, 42 U.S.C. § 7403 and Section 104 of the Clean Water Act, 33 U.S.C. §1254.

B. The CPSC administers the Consumer Product Safety Act ("CPSA") (15 U.S.C. § 2051 *et seq*.), and is responsible for protecting the public from unreasonable risks of injury or death associated with consumer products.

C. The CPSA, 15 U.S.C. § 2078(f), provides, in part, that notwithstanding the requirements of subsections (a)(3) and (b) of section 6 (15 U.S.C. § 2055), relating to public disclosure of information, the Commission may make information obtained by the Commission available to any federal, state, local, or foreign government agency, upon the prior certification of an appropriate official of any such agency, either by a prior agreement or memorandum of understanding with the Commission or by other written certification, that such material will be maintained in confidence and will be used only for official law enforcement or consumer protection purposes, if:

1. The agency has set forth a bona fide legal basis for its authority to maintain the material in confidence;

2. The materials are to be used for purposes of investigating, or engaging in enforcement proceedings related to, possible violations of --
    a. laws regulating the manufacture, importation, distribution, or sale of defective or unsafe consumer products, or other practices substantially similar to practices prohibited by any law administered by the Commission; or
    b. a law administered by the Commission, if disclosure of the material would further a Commission investigation or enforcement proceeding.

3. The Parties intend to take actions under this MOU that are consistent with existing laws and regulations. Nothing in this MOU shall be construed as a change to current requirements under the statutes and regulations administered and enforced by EPA and CPSC. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect. This MOU shall be interpreted and implemented in a manner that respects and complies with (and does not abrogate) the statutory and regulatory responsibilities of each party.

ARTICLE IV. BACKGROUND

The CPHEA develops human health and environmental assessments that support EPA Program and Regional policies and decisions. CPHEA conducts toxicological, clinical, ecological, epidemiological, and citizen science studies to assess the impact of environmental exposures to chemicals and other stressors on healthy individuals, populations, and ecosystems, emphasizing people and ecosystems most susceptible to the adverse effects of such exposures. CPHEA advances the principles of translational science

characterized by problem formulation and research to inform risk assessment, policy decisions, interventions, and evaluation through solutions-driven research projects.

The CCTE is a scientific organization working to support EPA decisions by providing solutions-driven research to rapidly evaluate the potential human health and environmental risks due to exposures to environmental chemicals and ensure the integrity of the freshwater environment and its capacity to support human well-being. Using the knowledge and tools developed from this research, CCTE performs rapid chemical screening and evaluation that allows thousands of chemicals to be evaluated for potential risk in a very short amount of time. The data and tools produced by CCTE researchers can then be leveraged to help EPA Region and Program Offices, states, tribes, and communities make decisions to sustain a healthy society and environment.

The CPSC is an independent regulatory agency with the authority to protect the public against unreasonable risks of injury associated with consumer products, to assist consumers in evaluating the comparative safety of consumer products; to develop uniform safety standards for consumer products and to minimize conflicting State and local regulations; and to promote research and investigation into the causes and prevention of product-related deaths, illnesses, and injuries. The HSTR assesses acute and chronic hazards from chemicals in consumer products, which support voluntary or mandatory standards addressing chemical or other hazards.

V. PURPOSE

The Parties intend to explore collaborative opportunities to share information and to coordinate research activities regarding proposed rules, guidelines, risk assessments, and risk management strategies for controlling exposure to toxic agents, which may include, subject to the availability of appropriations and consistent with applicable law, the following activities or initiatives:

A. Sharing information pertaining to emerging consumer product safety and environmental issues;
B. Sharing information related to risk assessment methods, tools, databases, and data analysis;
C. Reviewing risk assessment-related documents;
D. Exploring qualitative and quantitative approaches to evaluate complex chemical mixture interactions of public health concern;
E. Exploring qualitative and quantitative approaches to evaluate the safety of engineered nanomaterials;
F. Developing, sharing, and disseminating information on consumer and environmental safety and health at appropriate public meetings, workshops, conferences, and through multiple media, including websites of the parties, as authorized by designated Agency officials;
G. Facilitating communication and professional interactions between the agencies' staff and scientists;

H. Developing and disseminating collaborative publications of mutual interest through publication mechanisms of the Parties;
I. Sharing non-animal test data and alternative assessment techniques (*e.g*., phthalate and non-phthalate plasticizers); and
J. Periodically holding meetings to reassess and modify information sharing activities under this MOU to evaluate results.

Prior to engaging in any sharing of information and or coordinated research activities regarding any proposed rules, guidelines, risk assessments, and risk management strategies, or engaging in any related activities or initiatives, the Parties intend to develop an "implementation plan" for the MOU, including the establishment of target dates for agreed activities and initiatives. The implementation plan will also provide specific details about how each party intends to protect the confidentiality of information and the steps that each party intends to take to ensure compliance with all applicable federal laws and regulations for any agreed information sharing or coordinated research activities, or related activities or initiatives.

ARTICLE VI. SAFEGUARDING & LIMITING ACCESS TO INFORMATION

The Parties agree that prior to engaging in any sharing of information and or coordinated research activities regarding any proposed rules, guidelines, risk assessments, and risk management strategies for controlling exposure to toxic agents or consumer products, or engaging in any related activities or initiatives, any implementation plan shall contain provisions for ensuring that the following types of information are protected from unauthorized use and disclosure:

A. information that will permit the public to ascertain readily the identity of a manufacturer or private labeler of a consumer product protected from public disclosure pursuant to 15 U.S.C. § 2055;

B. information specifically exempted from disclosure by statute pursuant to Exemption 3 of the Freedom of Information Act (FOIA), including, but not limited to, information covered by 15 U.S.C. § 2055 and 2074(c);

C. commercial or financial information obtained from a person that is privileged and confidential, including information that would be protected from public disclosure pursuant to Exemption 4 of the FOIA, 5 U.S.C. § 552(b)(4);

D. personal privacy information, such as information that would be protected from public disclosure pursuant to Exemption 6 or 7of the FOIA, 5 U.S.C. § 552(b)(6), (b)(7) and any applicable OMB guidelines on personally identifiable information;

E. information compiled for law enforcement purposes, such as information that would be protected from public disclosure pursuant to Exemption 7 of the FOIA, § 552(b)(7); or

F. information that is otherwise protected from public disclosure by Federal statutes and their implementing regulations (e.g., Trade Secrets Act (18 U.S.C. 1905), the Privacy Act (5 U.S.C. 552a), other Freedom of Information Act exemptions not mentioned above (5 U.S.C. 552(b)), the Consumer Product Safety Act, 15 U.S.C. § 2051 *et seq*., and the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191).

The Parties will ensure that prior to sharing any information under this MOU or Implementation Plan, such use and disclosure will be solely in accordance with applicable laws, regulations, and policies, including but not limited to 15 U.S.C. 2078(f).

VII. LIMITATIONS

A. The Parties acknowledge that each may be limited by agency priorities, resources, and statutory or regulatory prohibitions.

B. All commitments made in this MOU are subject to the availability of appropriated funds and each party's budget priorities. Nothing in this MOU, in and of itself, obligates CPSC or EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or other financial obligation.

C. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the Parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, and will be subject to separate subsidiary agreements that will be effected in writing by representatives of both Parties.

D. This MOU is not legally binding and does not create any right or benefit, substantive or procedural, enforceable by law against CPSC or EPA, their officers or employees, or any other person. This MOU does not direct or apply to any person outside CPSC or EPA.

ARTICLE VIII. POINTS OF CONTACT

The following individuals are designated points of contact for the MOU:

CPSC
Michael A. Babich
mbabich@cpsc.gov

CPHEA
Santhini Ramasamy
Ramasamy.santhini@epa.gov

CCTE
Monica Linnenbrink
Linnenbrink.monica@epa.gov

Activity-specific points of contact will be identified by the CPSC and CPHEA, as those efforts are developed.

ARTICLE IX. WAIVER AND AMENDMENT

This MOU may be waived or amended by the mutual written agreement of the EPA's Directors of CPHEA and CCTE and the CPSC's Deputy Executive Director of Safety Operations in a specific circumstance, but neither Party may waive any requirements or restrictions imposed by federal law. This MOU is voluntary on the part of each Party.

X. TERM, TERMINATION AND MODIFICATION

This MOU, when accepted by the undersigned, will become effective from the date of the latest signature and re-evaluated 1 year from the date of execution and then every two years thereafter. This MOU will continue in effect, unless modified or terminated by mutual written consent by both Parties, or may be terminated by either Party upon a 30-day advance written notice to the other.

XI. APPROVALS

Approved for the Consumer Product Safety Commission

DeWane Ray
Deputy Executive Director
Safety Operations

Name

08-27-2020
Date

Approved for the U. S. Environmental Protection Agency

V. Kay Holt
Deputy Director
Center for Public Health & Environmental Assessment
Office of Research and Development

V. Kay Holt
Name

06-25-2020
Date

Russell Thomas
Director
Center for Computational Toxicology & Exposure
Office of Research and Development

RUSSELL THOMAS
Digitally signed by RUSSELL THOMAS
Date: 2020.08.12 17:38:14 -04'00'

Name

Date