



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE U.S. CONSUMER PRODUCT SAFETY COMMISSION,
THE DEPARTMENT OF HEALTH OF CANADA AND THE CONSUMER PROTECTION
FEDERAL AGENCY OF THE UNITED MEXICAN STATES
REGARDING COOPERATION ON CONSUMER PRODUCT SAFETY**

THE U.S. CONSUMER PRODUCT SAFETY COMMISSION (“CPSC”), THE DEPARTMENT OF HEALTH OF CANADA (“HEALTH CANADA”), AND THE CONSUMER PROTECTION FEDERAL AGENCY OF THE UNITED MEXICAN STATES (“PROFECO”), hereinafter referred to as the “Participants,”

RECOGNIZING the importance of cooperation and communication to work toward their mutual goal of achieving the highest levels of safety for consumers throughout North America;

UNDERSTANDING that expansion of global and regional trade and in consumer products across North American borders has created a need for greater collaboration to ensure the safety of consumer products entering the North American marketplace;

BUILDING on the North America Product Safety Summits held in Bethesda during 2011, Ottawa during 2013, and Mexico City during 2015;

NOTING that since 2011, the Participants have worked together on priority areas of interest for engagement on consumer product safety;

SHARING a goal to further consumer product safety that benefits North American consumers, while respecting sovereignty and the limits of national laws;

HAVE REACHED the following understandings:

1. OBJECTIVE

This Memorandum of Understanding (MOU) sets out a framework for cooperation and coordination among the Participants in relation to consumer product safety.

2. SCOPE

This MOU covers consumer products as defined under the respective national laws of each Participant. Information shared subject to this MOU is expected to be limited to public information as defined by the Participant sharing that information. Nothing in this MOU is intended to be construed to extend a Participant's jurisdiction or to suggest that a Participant address matters that are beyond its jurisdiction or authority.

3. PRIORITY AREAS OF COOPERATION

- (a) The Participants intend to continue to work together on areas of mutual interest.
- (b) The Participants understand that joint activities may take place on a trilateral or bilateral basis, as appropriate. Joint project teams may be used to facilitate the joint activities. Activities may include:
 - (i) developing further the Participants' joint capacity to engage in cross-border product safety and customs cooperation in order to prevent trade in hazardous products within North America;
 - (ii) creating joint outreach activities to promote consumer awareness;
 - (iii) participating in joint industry outreach activities to conduct training on product safety requirements in North America;
 - (iv) promoting collaboration across different technical areas including laboratory sciences, risk identification, and compliance;
 - (v) working together and with industry to issue joint recalls when the Participants mutually decide it is appropriate;
 - (vi) holding technical consultations on consumer product hazards;
 - (vii) where authorized by each Participant's national laws, sharing best practices related to compliance and enforcement, risk assessments of consumer products, and the identification of new and emerging issues of concern;
 - (viii) sharing updates or proposed changes to relevant legislation, regulations, safety standards, and conformity assessment procedures, to the extent possible;
 - (ix) holding technical staff exchange programs on issues of mutual interest; and,
 - (x) holding joint working group meetings on issues of mutual interest.

4. MEETINGS

Recognizing that their meetings offer special opportunities to share best practices and experience, the Participants intend to convene North America Consumer Product Safety Summits, held on a rotating basis once every (3) three years. The Participants intend to conduct meetings among staff between Summits to further the activities carried out in accordance with sub-paragraph 3(b) under this MOU.

5. FUNDING

Subject to the availability of funds, staff, and other resources, each Participant intends to bear the expenses it incurs from its participation in the activities developed under this MOU. This MOU does not create an obligation for any Participant to expend funds.

6. POINTS OF CONTACT

The Participants designate the following as their respective contacts for this MOU:

(i) for the CPSC :

Director, Office of International Programs,
U.S. Consumer Product Safety Commission (CPSC),
4330 East West Highway
Bethesda, MD 20814
U.S.A.
email address: robrien@cpsc.gov

(ii) for PROFECO:

Deputy Director General for International Affairs,
Procuraduría Federal del Consumidor (PROFECO),
Av. José Vasconcelos 208, piso 7,
Col. Condesa,
Deleg. Cuauhtémoc,
C.P. 06140, México, D.F.
email address: asuntosinternacionales@profeco.gob.mx

(iii) for Health Canada :

Director General,
Consumer Product Safety Directorate,
Health Canada,
269 Laurier Ave W, PL 4907A,
Ottawa, Ontario
K1A 0K9, Canada
email address: CPS.International@hc-sc.gc.ca

7. STATUS

This MOU is not intended to be a legally binding international agreement.

8. MODIFICATIONS AND DURATION

- (a) This MOU is intended to be effective upon the last signature of the Participants and to remain in effect for a three (3) year period. This MOU is intended to be renewed automatically for the same period of time, continuing for unlimited successive periods.
- (b) The Participants may amend this MOU upon their mutual written consent.
- (c) A Participant may withdraw from this MOU by giving a 90 days written notice to the other Participants.
- (d) Notwithstanding withdrawal from this MOU, the Participants may decide to continue certain activities that were begun under this MOU where authorized by each Participant's national laws.

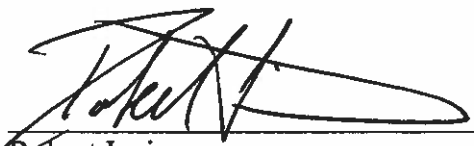
SIGNED in three originals at *Ottawa*, on this *9th* day of *February* 2018, and at *Orlando*, on this *22* day of *February* 2018, in the English, Spanish, and French languages.

FOR THE U.S. CONSUMER PRODUCT SAFETY COMMISSION



Ann Marie Buerkle
Acting Chairman

FOR THE DEPARTMENT OF HEALTH OF CANADA



Robert Ianiro
A/Assistant Deputy Minister

**FOR THE CONSUMER PROTECTION FEDERAL AGENCY
OF THE UNITED MEXICAN STATES**



Rogelio Cerda Pérez
Federal Consumer Attorney