

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ENVIRONMENT CANADA
AND
THE PEST MANAGEMENT REGULATORY AGENCY,
HEALTH CANADA**

PURPOSE

1. The purpose of this Memorandum of Understanding (MOU) is to record agreement on principles and the intent to establish mechanisms that facilitate the exchange of information and advice, and to promote strong working relationships between Environment Canada (EC) and Health Canada's Pest Management Regulatory Agency (PMRA) with respect to pest control products, pest management and related activities, concerning the conservation and protection of the environment.

BACKGROUND

2. The Parties have related mandates in regard to the conservation and protection of the environment. Activities carried out under each Party's respective mandate have the potential to affect the programs and responsibilities of the other Party.
3. The Mandate of PMRA, as defined in the *Pest Control Products Act*, 2002, c. 28, assented to on December 12, 2002 (new PCPA)¹, consists of a primary objective "to prevent unacceptable risks to people and the environment from the use of pest control products" furthered by the following ancillary objectives:
 - a) support sustainable development designed to enable the needs of the present to be met without compromising the ability of future generations to meet their own needs;
 - b) seek to minimize health and environmental risks posed by pest control products and encourage the development and implementation of innovative, sustainable pest management strategies by facilitating access to pest control products that pose lower risks and by other appropriate measures;
 - c) encourage public awareness in relation to pest control products by informing the public, facilitating public access to relevant information and public participation in the decision-making process; and
 - d) ensure that only those pest control products that are determined to be of acceptable value are approved for use in Canada.
4. EC's mandate is: to protect Canadians from domestic and global sources of pollution; to conserve biological diversity in healthy ecosystems; and, to enable

¹ At the time of signing of this MOU, the PMRA still operates under the *Pest Control Products Act*, R.S.C. 1985, c. P-9 (existing PCPA)

Canadians to adapt to weather and related environmental influences. EC also see the following broad objectives as being part of its mandate:

- a) preserve and enhance the quality of the natural environment, including water, air and soil quality;
 - b) conserve Canada's renewable resources, including migratory birds and other non-domestic flora and fauna;
 - c) conserve and protect Canada's water resources;
 - d) carry out meteorology;
 - e) enforce the rules made by the Canada-United States International Joint Commission relating to boundary waters; and
 - f) coordinate environmental policies and programs for the federal government.
5. Acts administered by EC that have the potential to be affected by or overlap with the PCPA include: the *Canadian Environmental Protection Act, 1999*; the *Migratory Birds Convention Act*; the *Canada Wildlife Act*; the *Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act*; the *Canada Water Act*; the *Species at Risk Act*; and, the *Fisheries Act (Section 36(3))* as well as the other pollution prevention provisions of that Act). EC is therefore interested in pest management regulatory decisions as they affect its responsibilities for environmental conservation and protection, and sustainable development.
6. Within the limits of its existing science capacity, EC carries out environmental research, monitoring and surveillance of the presence and fate in the environment of pest control products, and of the impacts on the environment of pest control products, of pest management strategies, and of pest control product risk reduction measures. In addition, EC develops national environmental quality guidelines for in use pest control products.

PRINCIPLES

7. The Parties, in carrying out their respective mandates, will cooperate and support each other in meeting their responsibilities in relation to environmental conservation and protection and sustainable development, and in other areas of mutual interest. In doing so the Parties will ensure that their environmental conservation and protection policies and measures are complementary.
8. The provisions of this MOU are not to be interpreted in such a way that would:
- a) restrict either Party's agreements with other agencies; or
 - b) restrict enforcement by each Party of the legislation for which each Party is responsible.

9. The Parties will advise each other on policies, programs and regulations that may affect the mandate of the other.
10. The Parties will foster strong working relations that support and promote scientifically sound decisions by establishing and maintaining an effective process to share information and exchange knowledge.

IMPLEMENTATION

11. In accordance with their respective mandates, the Parties will undertake joint collaborative efforts related to science on the presence, fate, and impacts of pest control products in the environment, pest management strategies, and pesticide risk reduction measures, and will:
 - a) establish shared research, monitoring, surveillance and related priorities focussed on regulatory needs;
 - b) provide expertise and scientific advice to help guide the design of research, monitoring, and surveillance programs, including, but not limited to, those of government agencies, universities, and industry; and
 - c) share the results and conclusions of these activities in a manner consistent with the principles of this MOU.

The commitments made in the Treasury Board submission (2002) entitled *Building Public Confidence in Pesticide Regulation* and associated Results-based Management and Accountability Framework (RMAF) will be respected.

12. PMRA will consider the results and conclusions of EC research, monitoring, and surveillance and other relevant programs in decision-making, in establishing priorities for special reviews, during special reviews, during re-evaluations or for label changes. PMRA will initiate a special review if, after considering information provided by EC, the PMRA concludes that there are reasonable grounds to believe that the health or environmental risks of a registered pest control product are unacceptable.
13. PMRA will inform EC when a special review or re-evaluation is being considered, or has been initiated, and at the earliest stage, engage EC in a discussion on relevant science needs. Where a contribution can be made, EC will respond in a timely manner.
14. EC will inform PMRA when a categorization or an assessment of an existing substance under part V of CEPA is being considered, or has been initiated, for a component (active ingredient, formulant, contaminant, etc.) of a registered pest control product, and at the earliest stage, engage PMRA in a discussion on cooperative initiatives. Where a contribution can be made, PMRA will respond in a timely manner.

15. EC will inform PMRA of priority issues with regard to pesticides and species at risk and agrees to provide PMRA with information and advice in the development of action plans to prevent and / or mitigate risks.
16. The Parties will inform, consult and consider each other's methodology, expertise, and relevant information, as appropriate, in the development of environmental risk assessment methodology, data requirements, test guidelines and national environmental quality guidelines.
17. PMRA will, within the constraints imposed by statutory and common law, provide EC with access to confidential information recognizing that EC will not disclose the information or use the information for any purpose other than the purpose for which it was obtained without legal authorization, and will take all reasonable precautions to prevent any prohibited disclosure of this information. Under the provisions of the new PCPA, PMRA can provide EC access to confidential test data and confidential business information for the purposes of protecting human health or safety or the environment, or responding to a situation that endangers human health or safety or the environment, if the information was:
 - a) provided under the new PCPA in support of an application to register a new product or to amend a registration;
 - b) provided under the new PCPA for the purposes of a re-evaluation or special review;
 - c) provided under the existing PCPA in support of an application to register a new active ingredient or major new use, or for the purposes of a re-evaluation or special review, where the registration decision is made under the new PCPA; and
 - d) provided under the existing PCPA in support of a registration made under that Act for which a major new use is approved, or that is subject to a re-evaluation or special review, under the new PCPA.
18. In addition to the formal mechanisms and links for implementation of this MOU, the Parties will encourage participation of staff on various task forces and working groups as appropriate. The Parties will support annual meetings between signatories, semi-annual meetings between contacts and each key area of interaction. The Parties will continue to support the work of the Interdepartmental Working Group on Pesticides and Pest Management.
19. The Parties will mutually support efforts to achieve long-term solutions, within the context of sustainable development, for the reduction of risks of harm to the environment and to support alternative pest management strategies and the goal of sustainable pest management.

20. The Parties will provide to each other, in a timely manner, documents and related media materials on issues of common interest specific to pest control product issues and sustainable pest management strategies. The Parties also agree to provide to each other, on request, information to support briefing and correspondence needs of Ministers and senior management.
21. In providing authoritative federal communications, either PMRA or EC will take the lead on issues related to their respective mandate for pest management regulatory matters or areas concerning environmental conservation and protection. In matters related to the mandates of both parties, the Parties agree to cooperate in developing joint issue management strategies before communications are issued and will discuss communications strategies on a case-by-case basis.
22. The Parties will inform and consult each other and will work cooperatively on the development and delivery of federal positions in the context of federal, provincial, territorial work, and Canadian positions and contributions to international fora and cooperative projects that may affect the programs and mandates of the other.
23. Where new national and international activities of mutual interest and concern arise, the Parties will discuss their respective roles and responsibilities.
24. As the need arises, the Parties will develop appendices to this MOU to clarify their respective roles, responsibilities and processes where acts and regulations administered by EC and the PMRA have the potential to be affected by, or overlap one another.
25. The Parties will make every reasonable effort to resolve at the working level any conflicts that arise from this MOU. Failing resolution at the working level, conflicts may be referred for resolution to the primary points of contact named in the appendices, or to the signatories to this MOU.

ACCOUNTABILITY

26. Accountability for this MOU rests with the Executive Director PMRA and the Assistant Deputy Minister of the Environmental Conservation Service, EC, who will meet annually during the normal planning process.
27. The primary points of contact under this MOU, who shall be responsible for its administration, are the Director of the Alternative Strategies and Regulatory Affairs Division, PMRA and the Director General of the Conservation Strategies Directorate, Environmental Conservation Services, EC. The process and additional contacts for various areas of interaction between the PMRA and EC are specified in the Appendices to this MOU.

TERMS OF THE MOU

- 28. This MOU will come into effect on the date of the last signature and can be amended at any time by the agreement of the Parties.
- 29. Participation in this MOU can be terminated by mutual consent or by one Party giving three months written notice to the other Party.

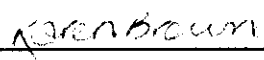
Signed:

Date: *Dec 22* ^{*03*}

Date: *Dec 22* ^{*03*}



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A/Executive Director
Pest Management Regulatory Agency
Health Canada



Karen Brown
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Environment Canada

Appendix

Process and Contacts for Areas of Interaction between the PMRA and EC

1. Science Policy

The PMRA and EC have responsibilities and obligations derived from various legislation, policies, and agreements that may have implications for their respective mandates related to pest control products. For matters of mutual interest related to legislative authorities, including for example, legislative amendments, regulations, enforcement, international initiatives and obligations, and national policies, the following offices are responsible for overall co-ordination and should be used as first points of contact:

PMRA CONTACT	EC CONTACT
Office of the Director, Alternative Strategies and Regulatory Affairs (613) 736-3661	Office of the Director General, Conservation Strategies Directorate Environmental Conservation Service (819) 997-1303

Where necessary, other organisational leads on substantive issues will be identified and used to implement this MOU in that area of interaction.

2. Science / Knowledge Generation

EC has responsibility for environmental research, monitoring, and surveillance and generates relevant data, information and advice that will be considered by the PMRA in carrying out its regulatory mandate for pest control products. EC and PMRA similarly use data and information generated through research and monitoring programs carried out within the five natural resource departments (5NR).

PMRA and EC will continue to support the multi-lateral efforts of the 5NR Pesticides and Pest Management Working Group. The primary objectives of this multilateral working group are to coordinate, promote and foster closer cooperation between the research and regulatory departments working on pest control product and pest management issues. This cooperation is fundamental to better, science-based decision making in the process of registering and managing pest control products.

For the purposes of bilateral co-ordination between EC and PMRA on matters related to research and monitoring, the following will be primary points of contact:

PMRA CONTACT	EC CONTACT
Office of the Director, Environmental Assessment Division, PMRA (613) 736-3715	Office of the Director General, Conservation Strategies Directorate Environmental Conservation Service (819) 997-1303

Each of these offices will ensure internal co-ordination with organisational co-ordinators as identified in section 1, above.

3. Issue Management and Communications

The PMRA and EC share areas where issue management and common communications are essential. For bilateral matters related to communication initiatives the following offices are responsible for overall co-ordination and should be used as first points of contact.

Both the PMRA and EC will continue to ensure that the 5NR Pesticides and Pest Management Working Group is an effective mechanism for timely information exchanges between all federal departments with a pest control products or pest management mandate. Regular meetings (at least quarterly) will be scheduled to discuss issues of common interest specific to pest control product regulatory matters and sustainable pest management strategies.

PMRA CONTACT	EC CONTACT
Office of the Director, Alternative Strategies and Regulatory Affairs (613) 736-3661	Office of the Director General, Conservation Strategies Directorate Environmental Conservation Service (819) 997-1303

4. Enforcement and Compliance

The PMRA and EC share areas where compliance promotion and enforcement and compliance activities related to pesticides in the environment may have implications for their respective mandates. For matters of mutual interest related to compliance promotion and enforcement and compliance, the following offices are responsible for overall coordination and should be used as the first contact.

PMRA CONTACT	EC CONTACT
Office of the Director, Compliance, Lab. Services and Regional Operations (613) 736-3486	Office of the Director General, National Programs Directorate Environmental Protection Service (819) 953-1539