

MEMORANDUM OF UNDERSTANDING

Between

Agriculture and Agri-Food Canada

(represented by the Assistant Deputy Minister of Market and Industry Services Branch)

and

Health Canada

(represented by the Executive Director of the Pest Management Regulatory Agency)

(Jointly referred to as the Participants or singularly as the Participant)

Pertaining to:

Interdepartmental collaboration for the promotion of Canada's interests in international standard-setting for pesticide Maximum Residue Limits (MRLs) on agricultural commodities. This collaboration supports Agriculture and Agri-Food Canada's (AAFC) Strategic Outcome of a competitive agriculture, agri-food and agri-based products sector that proactively manages risk and Health Canada's (HC) objective of protecting human health.

1 OBJECTIVES

- 1.1 The objective of this Memorandum of Understanding (MoU) is to set out the general terms, roles and responsibilities for the identification, prioritization and resolution of trade irritants, performance reporting and reporting structures between AAFC's Market and Industry Services Branch (MISB) and HC's Pest Management Regulatory Agency (PMRA).
- 1.2 The objective of the collaboration between MISB and PMRA is to address barriers to trade caused as a result of differing MRLs internationally while protecting human health.

2 MANDATES

- 2.1 AAFC's mission is to provide leadership in the growth and development of a competitive, innovative and sustainable Canadian agriculture and agri-food sector.
- 2.2 MISB's mandate is to support the economic growth and long-term prosperity of the agriculture and agri-food industry domestically and internationally by undertaking analysis and supporting sector development, advancing agricultural interests in bilateral and multilateral trade negotiations, expanding and maintaining market access, supporting market development, and working closely with industry to foster a competitive sector.
- 2.3 HC's mission is to help the people of Canada maintain and improve their health, with the goal of strengthening Canada's record as a country with one of the healthiest populations in the world.
- 2.4 PMRA's mandate is to prevent unacceptable risks to people and the environment from the use of pest control products, which includes establishing science-based MRLs.
- 2.5 Given the mandates outlined above, MISB and PMRA will collaborate to facilitate the alignment of MRLs internationally, thereby supporting Canadian agriculture and agri-food exports, and maintaining or improving protection of human health.

3 DESCRIPTION OF ACTIVITIES

- 3.1 The Industry-Government Working Group on Pesticide Maximum Residue Limits (IGWG) has been established in order to enhance communication and collaboration between government departments, grower groups and pesticide registrants. A key function of this group is to identify and prioritize trade irritants related to pesticide MRLs.

- 3.2 The Interdepartmental Working Group on Pesticide Maximum Residue Limits (IWG) has been established for the purpose of considering the priorities identified by the IGWG and developing Canada's positions at multilateral and bilateral fora. The group will also share information related to MRL issues affecting trade due to MRLs and recommend strategic directions.
- 3.3 The priorities identified and positions developed by the Working Groups above will guide the Participants' trade-related engagement in international meetings and activities which directly or indirectly touch on pesticide MRLs, including Global Joint Reviews of pesticides, the World Trade Organization's Sanitary and Phytosanitary Committee, the Codex Committee on Pesticide Residues, the NAFTA Technical Working Group on Pesticides, and bilateral/regional engagements.

4 ROLES AND RESPONSIBILITIES

4.1 Roles and Responsibilities of AAFC MISB (or its successor)

- 4.1.1 Co-chairing the IGWG, chairing the IWG, and providing a secretariat function for both working groups.
- 4.1.2 Leading the prioritization of pesticide MRL-related trade barriers in conjunction with industry and other government departments, identifying trade risks, and working collaboratively with PMRA to address these issues.
- 4.1.3 Carrying out other related responsibilities as agreed to by the Assistant Deputy Minister of MISB, in consultation with the Executive Director of PMRA.

4.2 Roles and Responsibilities of PMRA (or its successor)

- 4.2.1 Contributing policy and technical expertise in the area of MRLs to the IGWG and the IWG.
- 4.2.2 In collaboration with MISB, industry representatives and other government departments, helping to prioritize pesticide-related trade barriers, and, in collaboration with AAFC, providing specialized knowledge and expertise to address trade barriers arising from pesticide MRLs.
- 4.2.3 Carrying out other responsibilities as agreed to by the Executive Director of PMRA, in consultation with the Assistant Deputy Minister of MISB.

5 MoU GOVERNANCE STRUCTURE

The following MISB and PMRA officials are designated for the purposes of making amendments to this MoU and receiving reports on results and achievements:

Assistant Deputy Minister
Market and Industry Services Branch
Agriculture and Agri-Food Canada
1341 Baseline Road
Ottawa ON, K1A 0C5

Executive Director
Pest Management Regulatory Agency
2720 Riverside Drive
Ottawa ON, K1A 0K9

The following MISB and PMRA officials are designated for the purposes of the overall delivery of initiatives under this MoU, as well as amendments related to their respective responsibilities:

Director General
Trade and Negotiations Directorate
Market and Industry Services Branch
1341 Baseline Road
Ottawa ON, K1A 0C5

Director General
Health Evaluation Directorate
Pest Management Regulatory Agency
2720 Riverside Drive
Ottawa ON, K1A 0K9

6 PERFORMANCE MEASUREMENT, REPORTING AND MONITORING

- 6.1 A summary of the activities undertaken under this MoU will be reported through an annual briefing on the results and achievements on addressing trade irritants related to pesticide standards.

7 AMENDMENT, DURATION AND TERMINATION

- 7.1 This MoU may be amended on mutual consent, in writing, of the ADM of AAFC MISB and the Executive Director of PMRA.
- 7.2 This MoU will come into effect upon signature and remain in effect until terminated.
- 7.3 This MoU may be terminated by either party provided six months written notice is given.

8 SIGNATORIES

This is to certify that the terms contained in this Memorandum of Understanding are acceptable to both parties.


Assistant Deputy Minister of MISB

Nov. 28/14
Date


Executive Director of PMRA

Nov 21/14
Date