



**MEMORANDUM OF UNDERSTANDING BETWEEN THE HEALTH AND CONSUMERS DIRECTORATE GENERAL OF THE EUROPEAN COMMISSION AND THE DEPARTMENT OF HEALTH CANADA IN THE AREA OF TOBACCO CONTROL**

The Health and Consumers Directorate General of the European Commission ("DG SANCO") and the Department of Health of Canada ("Health Canada"), hereinafter jointly referred to as the "Participants",

**Sharing** a mutual interest in one another's regulatory mandate in the area of tobacco control;

Have reached the following understanding:

**1. Product regulation**

The Participants intend to:

- (i) hold a joint session to exchange information on tobacco products data collection, storage, management, and analysis, where Health Canada will have the lead in designing the session;
- (ii) hold a joint session on tobacco products harm assessment, where DG SANCO will have the lead in designing the session. The Participants may also hold a second joint session if deemed necessary; in such case, Health Canada would have the lead; and
- (iii) hold a joint session on the assessment of tobacco-related addictiveness and attractiveness, where DG SANCO will have the lead in designing the meeting.

**2. Internet-based tobacco marketing compliance monitoring**

The Participants intend to hold a joint session to share expertise in the area of Internet-based tobacco marketing compliance monitoring, where Health Canada will have the lead in designing the meeting.

**3. Sharing agendas of major tobacco control meetings**

DG SANCO generally holds 2 tobacco control-related meetings per year with its Member States (*EC Tobacco Regulatory Committee*), whereas Health Canada holds 2 to 3 meetings per year with its provincial and territorial partners (*Tobacco Control Liaison Committee*). The Participants intend to exchange agendas and summary records of these meetings. The Participants will invite one another to attend where the other Participant finds there are items of interest that would be of benefit to its regulatory mandate, subject to the non-public or confidential nature of the items in question.


**4. Term, Review and Financing**


- (a) Each Participant intends to carry out the aforementioned activities over the next three years.
- (b) The Participants will review this programme of activities and assess its progress at the end of this three-year period.
- (c) Each Participant will finance its own costs.

**5. Final provisions**

- (a) This MOU will enter into operation on the date of the latest signature of the Participants.
- (b) The Participants may end their operation within the framework of this MOU with written notice to the other Participant.
- (c) The Participants may modify this MOU upon their written consent.
- (d) This MOU is not legally binding.

Signed, in duplicate, at Ottawa this 16<sup>th</sup> day of JUNE 2009, and at Brussels this 15<sup>th</sup> day of JULY 2009 in the English and French languages, each version being equally valid.

  
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FOR  
THE HEALTH AND CONSUMERS  
DIRECTORATE GENERAL OF THE  
EUROPEAN COMMISSION

  
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FOR  
THE DEPARTMENT OF HEALTH OF CANADA