

## ANNEX

# AN ADMINISTRATIVE ARRANGEMENT FOR INFORMATION SHARING ON CONSUMER POLICY AND PROTECTION BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE EUROPEAN COMMISSION

### 1. INTRODUCTION

The relevant services of the Government of Australia and of the European Commission (further referred to as the Parties) in accordance with the *Joint Declaration on Relations between the European Union and Australia* (Luxembourg, 26 June 1997) hereby agree the following administrative arrangement.

This arrangement explicitly excludes food whilst allowing for the Parties to develop a separate arrangement for food safety issues.

This arrangement acknowledges the Parties' existing commitments under the following international agreements and arrangements:

- The recommendation of the Council of the Organisation for Economic Cooperation and Development (OECD), concerning Cooperation between Member Countries on Restrictive Business Practices affecting International Trade (1995).
- The *Agreement on Technical Barriers to Trade* by the World Trade Organisation, which encourages international standardisation and conformity, provided this does not create obstacles to international trade; and
- The objectives of the *United Nations Guidelines for Consumer Protection* to promote international cooperation through exchanges of information, education and joint training programs.

For the purposes of this Administrative Arrangement the relevant services are:

#### Australia

- The Consumer Affairs Division, Treasury;
- The Australian Competition and Consumer Commission;
- The Australian Securities and Investment Commission.

#### European Commission

- Health and Consumer Protection Directorate General;
- and will have regard to laws administered by these authorities.

### 2. DEFINITIONS AND INTERPRETATIONS

For the purposes of applying this Arrangement:

*Consumer* means a user or acquirer of a good or service.

*Harmonisation* means jointly determined and agreed measures which aim for consistency with international standards, guidelines and recommendations, where possible and where these exist.

*Information* includes information collected and disseminated by the relevant authorities, including copies of relevant legislation, standards and regulations, copies of administrative decisions, data on consumer complaints or injuries, unsafe goods, case summaries of consumer complaints or injuries, law reports of consumer cases, reports of investigations, statements on enforcement strategies, media releases, policy statements, educational material, research material, and any other appropriate consumer material published by either Party that is not of a confidential nature.

*Trader* means a supplier of goods and/or services domestically, including manufacturer, wholesaler or retailer.

### 3. PRINCIPLES AND OBJECTIVES

This Arrangement recognises the mutual benefits of:

- administrative cooperation;
- timely exchange of information which may affect the actions of either Party;
- pursuit of more effective consumer protection law and policy in and beyond the European Community and Australia; and
- avoiding inconsistencies or conflicts between laws, standards and guidelines.

### 4. CONFIDENTIALITY

The Parties confirm that:

- they will, subject to the laws of either Party's jurisdiction, maintain securely the confidentiality of consumer protection information provided under this Arrangement; and
- the relevant authorities are subject to the confidentiality restrictions imposed by such laws and procedures.

Either Party will oppose, to the fullest extent possible, consistent with that Party's laws, any application by a third party for disclosure of personal, confidential or commercially sensitive information referred to, or provided by or under, the Arrangement.

The Parties will also maintain confidentiality after the application of this Arrangement has ended.

### 5. ITEMS COVERED BY THIS ARRANGEMENT

#### 5.1 Product Safety

With respect to each Party's jurisdiction, and excepting food safety, the Parties will endeavour

- establish arrangements for sharing information on current practices and procedures used to identify and remove dangerous products; and
- establish arrangements for consultation between the Parties on notification of dangerous products and product recalls.

## **5.2 Exchange Of Information and Expertise**

The Parties will endeavour to:

- regularly exchange information in relation to:
  - consumer policy objectives;
  - consumer policy implementation;
  - consumer protection legislation, standards and guidelines in each jurisdiction; and
  - regulatory approaches to consumer issues;
- facilitate information exchange on:
  - international scams;
  - litigation judgements and administrative decisions made under consumer protection law;
  - consumer brochures and other education materials, research papers and journal articles;
  - information for traders;
  - media releases and speeches issued by executing authorities;
  - market-based initiatives such as codes of conduct, customer service charters and dispute resolution mechanisms;
  - research findings; and
  - compliance strategies;
- facilitate informal information exchange between the Parties and non-government consumer organisations, where appropriate or where requested to do so by the other Party;
- cooperate to inform each other on policy and compliance issues arising from the growth in electronic commerce; and

- consider, and where appropriate jointly sponsor or participate in, conferences and training programs on consumer issues of global significance.

### **5.3 Awareness, Information and Education Programs for Consumers and Traders**

The Parties will endeavour to:

- develop effective arrangements to share ideas and materials on consumer and trader awareness, information and education;
- investigate possibilities for joint collaboration with the non-government sector on awareness and education programs for consumers and traders; and
- explore ideas for collecting and disseminating consumer information materials.

### **5.4 Staff Development and Exchange Program**

The Parties will endeavour to:

- consider and where appropriate, jointly sponsor staff development activities.

### **5.5 Harmonisation of Standards, Guidelines, Procedures and Recommendations**

In order to minimise inconsistencies, the Parties will endeavour to:

- share information on current consumer policies, legislation, standards, guidelines, procedures and recommendations relevant to this Arrangement including practices and procedures used to curtail harmful or unfair business practices; and
- share information on proposed new legislation, standards, guidelines, procedures or recommendations relevant to this Arrangement.

### **5.6 Consumer Policy in Developing Countries, In Particular in the Asia-Pacific Region**

The Parties will endeavour to:

- discuss approaches for extension or review of the *United Nations Guidelines for Consumer Protection* into new areas; and
- jointly identify the most effective ways of sharing information with and assisting developing countries, including through jointly coordinating conferences.

## **6. Administrative Procedures**

Before any joint activity is undertaken by the Parties, the following responsibilities will be determined in writing:

- budget;
- staffing;
- reporting;
- administration;
- travel; and
- procedural matters.

#### **7. Period During Which The Arrangement Will Be Applied**

This Arrangement will be applied as from the date of its signature by both Parties and be subject to review every three years. This Arrangement may be amended, altered or terminated as a result of the review process only through written mutual consent.

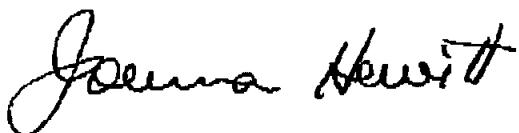
If either Party decides to withdraw from the Arrangement, it will inform the other Party in writing at least 60 days in advance of withdrawal. In this event, either Party will endeavour to return on request any written documentation or other resources provided under this Arrangement. Similarly, any existing activities or arrangements made between executing authorities and underway upon withdrawal, will be terminated as soon as possible or continued only through written mutual consent.

Any outstanding costs associated with termination will be borne by the relevant Party in accordance with the responsibilities outlined under Section 6 of this Arrangement.

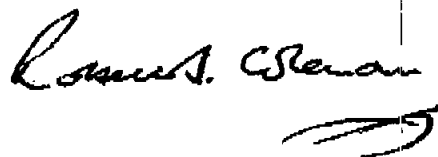
#### **8. Status of the Arrangement**

This Arrangement does not constitute an agreement binding under public international law between the Parties.

Done at Brussels 21<sup>st</sup> Day of March 2002



H.E. Joanna Hewitt  
Ambassador of Australia to  
the European Union



Robert J. Coleman  
Director General  
Health and Consumer Protection  
Directorate General of the  
European Commission