

- K. Information related to enforcement activities and product investigations. An area to be looked at in this regard relates to cross-border issues, including internet pharmacies, finished pharmaceutical controlled substances and counterfeit drugs.

Such information should not be used for purposes other than those envisaged by this MOU.

III. CONFIDENTIALITY

Information exchanged under this MOU may include non-public information exempt from public disclosure under the laws and regulations of the United States and Canada. Information that is not appropriate for public dissemination is only to be shared according to the procedures and policies of the Participants as permitted by these respective laws. Neither the USFDA nor Canada HPFB may divulge trade secret information without the consent of the owner. With regard to any non-public information that may be provided to Canada HPFB by USFDA or to the USFDA by Canada HPFB, such transmissions are to be made in accordance with the specific signed confidentiality commitments and other requirements of the Participants.

IV. SOURCE OF FUNDING

Each Participant to this MOU recognizes the other's responsibility to fund and carry out its own activities subject to, and to the extent made possible, by the availability of appropriated funds, personnel, and other resources. Any sharing or exchange of information or other activity under this MOU is to be performed in accordance with applicable laws and regulations.

V. DURATION AND PROCESS

Cooperation under this MOU commences upon signature of the Participants and continues in effect for a period of ten (10) years. After an initial period of operation of one year, the Participants intend to jointly review the MOU and make adjustments as necessary.

The MOU may be modified by mutual consent of the Participants or terminated earlier by either Participant upon a 30-day written notification to the other Participant. The MOU may be extended for additional 10-year periods, with periodic reviews as needed and as decided by the Participants in the interim.

The Participants should establish a mechanism for regular bilateral meetings for the development of plans for joint work.