

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
FOOD AND DRUG ADMINISTRATION
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OF THE UNITED STATES OF AMERICA
AND
SWISSMEDIC
OF THE SWISS CONFEDERATION
REGARDING
EXCHANGE OF INFORMATION ABOUT PHARMACEUTICAL PRODUCTS FOR
HUMAN AND ANIMAL USE, AND MEDICAL DEVICES

PREAMBLE

The Food and Drug Administration (FDA), of the United States Department of Health and Human Services (HHS) and Swissmedic (collectively "the Participants") recognize the importance of timely communication between U.S. and Swiss governmental authorities. These communications are especially important on matters relating to the safety, quality, and efficacy of: (a) pharmaceutical products for human use (including active pharmaceutical ingredients and finished dosage products and biological products, such as vaccines and blood products); (b) pharmaceutical products for animal use (not including biological products for animals because FDA/HHS and Swissmedic do not have oversight authority for such products in the United States of America or Switzerland respectively); and (c) medical devices for human use. The Participants share a mutual high regard for the critical role of one another's regulatory systems in the review and approval of these products for marketing. To that end, the Participants to this Memorandum of Understanding (MOU) intend to establish mechanisms by which the exchange of documents and/or information between staffs during the review and evaluation of investigational and marketing applications and the post-marketing surveillance of these products would be facilitated as agreed to by the Participants.

I. PURPOSE

This MOU is intended to further enhance and strengthen communication and existing public health promotion and protection cooperative activities related to the regulation of human or animal pharmaceutical products and human medical devices in Switzerland and the United States of America.

II. SCOPE

The products covered under this MOU include (as defined in the Preamble): pharmaceutical products for human use; pharmaceutical products for animal use; and, medical devices. The Participants intend to develop specific procedures for the exchange of regulatory (including enforcement) and public health information related to these products. The types of information that may be shared include, but are not limited to, the following:

- A. Drafts of pending laws, regulations, guidance documents, procedures, and other technical documents available to the individual Participants that are related to such pharmaceutical and medical device products.
- B. Post-marketing data and information that could have an impact on the public health, such as pharmacovigilance data or information about impending regulatory actions.
- C. Information on quality defects or product recalls of human or animal pharmaceutical products or medical devices known by the FDA/HHS to have been manufactured or distributed in Switzerland, and products known by Swissmedic to have been manufactured or distributed in the United States of America.
- D. Information contained in or related to marketing or investigational applications for human or animal pharmaceutical products or medical devices, including the various discipline reviews. This also includes information on maximum residue levels of animal drugs in tissues of animals intended for human consumption.
- E. Inspection reports and product sample test results such as those describing the conformity of a human or animal pharmaceutical product or medical device, or a facility that manufactures these products, with applicable regulatory requirements.
- F. Information on facilities registered or authorised in each Participant's country that then market product to the other Participant's country.
- G. Information related to import refusals for reasons related to the safety, quality, or integrity of the shipment.

Such information shall 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 Switzerland or the United States of America. Information that is not appropriate for public dissemination will be shared according to the procedures and policies of the Participants as permitted by their respective laws. FDA/HHS and Swissmedic are not able to share trade secret information without the consent of the owner of the information. With regard to any other types of non-public information that may be provided to Swissmedic by FDA/HHS or to FDA/HHS by Swissmedic, such transmissions will be made in accordance with the specific signed confidentiality commitments and other requirements of the Participants.

The personnel of the agencies shall be required, even after their duties have ceased, not to disclose non-public information acquired under this MOU, including information which is of the kind covered by the obligation of professional secrecy in Switzerland and information and activities covered by 18 U.S.C. § 207 in the United States of America.

IV. SOURCE OF FUNDING

Each Participant to this MOU intends to fund its own activities subject to the availability of appropriated funds, personnel, and other resources. Any exchange of information or other activity under this MOU is to be performed in accordance with applicable laws and regulations.

V. DURATION

Cooperation under this MOU commences upon signature of the Participants and continues in effect for a period of ten (10) years unless modified by mutual consent of the Participants or terminated earlier by either Participant upon a 30 calendar-day written notification to the other Participant.

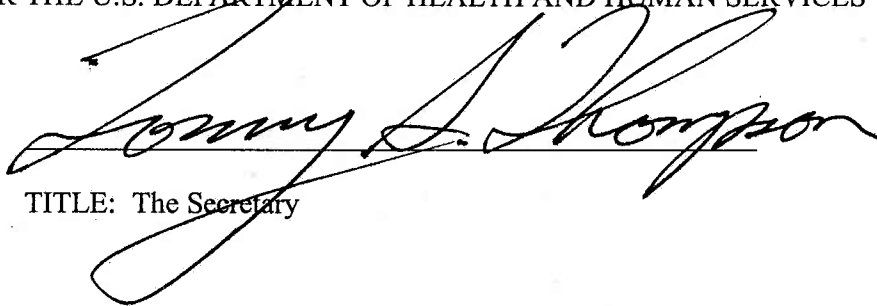
After the first year of operation, the Participants may jointly evaluate the MOU. Periodic reviews may be conducted as deemed necessary by the Participants. The MOU may be extended for additional 10-year periods, with periodic reviews as needed and agreed to by the Participants.

This MOU does not modify existing cooperative activities nor does it preclude entering into separate arrangements for special programs that can be handled more efficiently and expeditiously by special arrangements.

Nothing in this MOU is intended to diminish or otherwise affect the authority of either Participant to conduct its regulatory responsibilities and programs. In addition, no provision of this MOU restricts either Participant from conducting its own inspection of a pharmaceutical or medical device manufacturing facility within the jurisdictional boundaries of the other country when needed to meet the needs of its own pharmaceutical or medical device regulatory program.

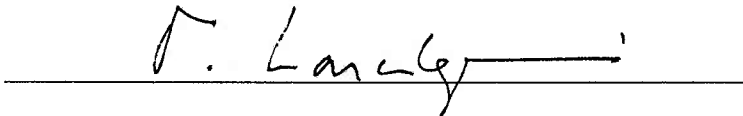
Signed in New York, in duplicate, this twenty-second day of September 2003, in the English language.

FOR THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

A handwritten signature in black ink, reading "Tommy A. Thompson", written over a horizontal line. The signature is fluid and cursive.

TITLE: The Secretary

FOR THE SWISS AGENCY FOR THERAPEUTIC PRODUCTS, SWISSMEDIC, OF THE SWISS CONFEDERATION

A handwritten signature in black ink, reading "P. Lanaly", written over a horizontal line. The signature is simple and cursive.

TITLE: President of the Swiss Confederation and
Chief Executive of the Department of Home Affairs (EDI)