GUIDANCE ON THE APPLICATION OF ARTICLE 9 2019/1020 REGARDING JOINT ACTIVITIES TO PROMOTE COMPLIANCE

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#### IMPORTANT NOTICE

This document is intended as a guide for the implementation of Article 9 of Regulation (EU) 2019/1020 on market surveillance and compliance of products by *market surveillance authorities* and the other participants in the agreements foreseen in the above-mentioned regulation.

It has been approved by European market surveillance experts in the framework of the EU product compliance Network (EUPCN) but bearing in mind that only the text of Regulation (EU) 2019/1020 on market surveillance and compliance of products itself has legal force. This guidance is without prejudice to the application of the European Union (EU) competition law provisions of the Treaty.

#### 1 Introduction

Market surveillance authorities throughout the EU are involved in many different *initiatives* with other authorities (including other surveillance authorities), consumer organisations, trade organisations or (representatives of) industry. The activities of some initiatives may include high involvement and large cooperation between several parties whereas other activities may be the responsibility of a single *market surveillance authority*, where only limited input from other parties are included in the activity.

Among those initiatives, *market surveillance authorities* might carry out "*joint activities*" under Article 9 of Regulation (EU) 2019/1020 on market surveillance and compliance of products (henceforward: Article 9) with other authorities or organisations representing economic operators or end users, with a view to promoting compliance, identifying non-compliance, raising awareness and providing guidance on Union harmonisation legislation and with respect to specific categories of products, including those that are offered for sale online.

If a *market surveillance authority* decides to carry out such a *"joint activity"*, it must fulfil the obligations that are laid down in Article 9. The two obligations are:

- The market surveillance authority in question and the parties [...] shall ensure that the agreement on joint activities does not lead to unfair competition between economic operators and does not affect the objectivity, independence and impartiality of the parties.
- The market surveillance authority in question shall make the agreement on joint activities, including the names of the parties involved, available to the public and shall enter that agreement in the information and communication system referred to in Article 34<sup>1</sup>.

This document is a nonbinding document and is intended to provide guidance to help *market surveillance authorities* with the implementation of Article 9:

- A. to decide whether an *initiative* is considered a 'joint activity' which should be performed in accordance with Article 9 of the Regulation (EU) 2019/1020 on market surveillance and compliance of products;
- B. to avoid unfair competition and preserve the objectivity, independence and impartiality of the *parties* while undertaking a *joint activity agreement*;
- C. to provide criteria for specific types of joint activities and
- *D.* to provide interested parties with a model for a *joint activity agreement*.

#### 2 Definitions for this guidance document

This document will address "*market surveillance authorities*", which are defined under Article 3 (4), namely an authority designated by a Member State under Article 10 of the Regulation (EU) 2019/1020 as responsible for carrying out market surveillance in the territory of that Member State. For the purposes of this Guidance and without prejudice of the definitions in the Regulation, the following definitions shall apply:

- 1) 'leading market surveillance authority': the *market surveillance authority* that is responsible for the joint activity and ensures:
  - a. that the joint activity agreement avoids unfair competition,
  - b. preserves the objectivity, independence and impartiality of the parties,
  - c. asks for support by the Network if needed, and
  - d. makes the *joint activity agreement* public by using the Information Communication System for Market Surveillance (ICSMS);
- 2) 'other relevant authority': an authority designated by a Member State, but which is not a *market surveillance authority*. For example, a labour inspectorate, a health authority, a rescue service, a spectrum authority, a statistical bureau, a tax revenue service, etc.;

<sup>&</sup>lt;sup>1</sup> Information Communication System for Market Surveillance (ICSMS)

- 'organisation': an organisation representing economic operators as defined under article 3 (13) or end-users as defined under article 3 (21) of the Regulation (EU) 2019/1020. For example: a consumer organisation;
- 4) 'expert': any physical or legal person providing resources, expertise or any kind of support to the *parties*. For example: a University, Notified Body, conformity assessment bodies, etc.;
- 5) 'initiative': any activity or action carried out by *market surveillance authorities* to ensure that products comply with the requirements set out in the applicable Union harmonisation legislation and to ensure protection of the public interests covered by that legislation, and which may involve other authorities, consumer organisations, trade organisations or (representatives of) industry.
- 6) 'joint activity': an activity covered by Article 9 of the Regulation (EU) 2019/1020 which fulfils all the following criteria:
  - a. at least one *market surveillance authority* is involved;
  - b. at least one other relevant authority and/ or organisation is involved;
  - c. the aim of the *joint activity* should cover one or more of the following goals:
    - I. promoting compliance;
    - II. identifying non-compliances;
    - III. raising awareness;
    - IV. providing guidance in relation to the Union harmonisation legislation;
  - d. the *joint activity* shall include cooperative elements between the involved *parties* in order to obtain a common outcome and the involved parties jointly contribute to the outcome of the *initiative*.
- 7) 'joint activity agreement': an agreement between at least one *market surveillance authority* and *another relevant authority* or *organization* to perform a *joint activity*.
- 8) 'parties': the *market surveillance authorities* and *other relevant authorities* and/or *organizations* which sign the *joint activity agreement*.

#### 3 Joint activities

Article 9 1. Market surveillance authorities may agree with other relevant authorities or with organisations representing economic operators or end users on the carrying out of joint activities that have the aim of promoting compliance, identifying non-compliance, raising awareness and providing guidance in relation to the Union harmonisation legislation with respect to specific categories of products, in particular categories of products that are often found to present a serious risk, including products offered for sale online.

#### 3.1 Contributors to the *joint activity*

Market surveillance authorities may agree to start a joint activity where at least one market surveillance authority is involved and at least one other relevant authority or organisation is involved. If more than one market surveillance authority is involved, then one will be the leading market surveillance authority. This should be mentioned in the agreement.

Besides the *market surveillance authorities* and other parties, experts can be asked to contribute or assist in the *joint activity*. The *leading market surveillance authority* ensures that their contribution is provided according to the objectivity, independence and impartiality requirements. The names of the involved *experts* should be mentioned in the agreement.

It should be noted that 'joint actions', where only *market surveillance authorities* work together under the New Legislative Framework fall *out of the scope* of Article 9 of the Regulation 2019/1020 and are therefore not covered in this guidance document.

It should also be noted that the daily cooperation of market surveillance authorities and customs authorities in controlling products or actions falling under Article 25 to 28 of the Regulation (EU) 2019/1020 are not considered as *joint activity* under Article 9 in this guidance document.

#### 3.2 Name of the joint activity

The *leading market surveillance authority should a*void choosing a joint activity name or acronym that is identical or similar to an organisation's registered trademark or domain name, especially if it is active in the same area. There are free search tools to check.

#### 3.3 The aim of the joint activities

Under the Regulation (EU) 2019/1020 a *joint activity* may take place with one or more of the following aims:

- A joint activity in the view of promoting compliance aims at improving the economic operators' and/or end users' knowledge of the EU legislative framework and the specific product requirements.
- A joint activity in the view of identifying non-compliances aims at gathering and collecting information about products, which do not comply with the requirements of the applicable product legislation and/or about actions of economic operators, which do not fulfil the obligations of this legislation.
- A *joint activity* in the view of raising awareness aims at providing information about high levels of non-compliance concerning:
  - certain product categories especially where there are also (high) risks to health and safety involved (e.g. inform the end-users about products that are non-compliant or products that bear a risk);
  - o certain product categories that are new on the market;
  - requirements on activities/obligations of economic operators as well as conformity assessment bodies, which may lead to distortions of competition.
- A joint activity in the view of providing guidance in relation to the Union harmonisation legislation aims at contributing to setting priorities for market surveillance (i.e. which categories of products need special attention).

The aims of the *joint activity* shall be motivated in the agreement.

#### 3.4 Motivation and justification of the joint activity

There are several possibilities to undertake an *initiative* to start a *joint activity*. So, besides the aim of the *joint activity*, the justification and motivation shall be part of the agreement. Background information can be used to indicate and to prove the opportunity and/or the importance of the *joint activity*, which will be mentioned in the agreement.

For example, for a *joint activity* with the aim of identifying non-compliances, the justification and motivation can be based on safeguard clausereports, complaints from economic operators, end users, information from notified bodies, data from the Safety Gate notifications (the rapid alert system for dangerous non-food products), previous market surveillance campaigns or joint actions, information and results from *market surveillance authorities* through Administrative Cooperation Groups (AdCos), information from Custom authorities, political agendas of Member States, priorities of the European Commission, risk assessment results of Member States, data gathered in different countries in the field of market surveillance on products, etc.

#### 3.5 Scope of the joint activity

The scope of the *joint activity* defines the products and topics that will be covered by the *joint activity*. Any change in the scope could potentially mean additional risks regarding unfair competition, objectivity, independence and impartiality. The *parties* should follow, if relevant, the following principles:

- a certain group of products should be targeted where the rate of non-compliance is expected to be high or where non-compliance causes (high) risks because of other reasons (e.g. new products with unknown risk coming on the market);
- the selection of a group of products and stages of the product supply chain should cover a part of the market wide enough to guarantee objectivity, independence and impartiality;
- If some *parties* represent economic operators, their products should be included in the scope of the *joint activity*;
- a certain group of end users should be targeted where the awareness of the consequences of using non-compliant products is insufficient;

The scope shall be incorporated into the *joint activity agreement*.

#### 3.6 Participants in public campaigns

*Joint activities* consisting of public campaigns aimed at consumers shall be open to all kinds of stakeholders. *Joint activities* consisting of training or education on product risks and/or compliance shall be open to all organisations of the same product sector.

#### 3.7 Guidelines

In a *joint activity*, official guidelines such as the Blue Guide and the Guidance documents on relevant EU product regulation<sup>2</sup>, Guidance documents from EUPCN and Guidance documents relevant for the AdCos<sup>3</sup> should be observed.

#### 3.8 Additional conditions for joint activities to identify non-compliance

Concerning *joint activities* aiming at identifying non-compliance, additional information shall be provided in the *joint activity* agreement (see template in the Annex); in particular:

#### 3.8.1 Sampling

It is necessary to demonstrate that sampling is performed in accordance to objectivity principles. It is then recommended to take a minimum number of samples for control from each product (representative of the control). It is then recommended to take a minimum number, however, the number of samples requested by the MSAs depends upon the complexity of the product and required steps for the testing of the product. This is because some tests may destroy the product and if further tests are necessary more samples of the product will be needed" (EU Guideline - Good Practice for Market Surveillance, 2017 p. 11). Regarding sampling, it is generally recommended to take samples from the upper stages of the product supply chain (e.g. from a manufacturer, an importer, a wholesaler or a fulfilment service provider) and from various distribution channels (e.g. online selling). In some situations however, especially if the products are not available otherwise, sampling can include the lower stages of the supply chain. It is critical that the samples are correctly handled, appropriately sealed, secured, and are fully traceable at each stage, from taking the sample to testing the sample. Any secure seals applied to the samples should only be removed and

<sup>&</sup>lt;sup>2</sup> Available on European Commission webpage related to the specified product regulation

<sup>&</sup>lt;sup>3</sup>https://ec.europa.eu/growth/single-market/goods/building-blocks/market-surveillance/organisation/administrativecooperation-groups\_en

subsequently recorded, when testing commences." (Good Practice for Market Surveillance, 2017, p.12)

#### 3.8.2 Physical testing

Testing facilities, preferably accredited, should be used such as the Union testing facilities designated by the European Commission (EC) in accordance with article 21 of Regulation (EU) 2019/1020. Also, public accredited testing laboratories of a Member State can be used. In any case the used testing facilities should fulfil the requirements stated in the relevant product regulations. Costs of testing can be shared among the involved parties.

During the testing process, harmonised standards with a reference in the Official Journal of the European Union (OJEU), and/or specific sector' related technical documents, specifications, requirements and standards<sup>4</sup>, normative documents<sup>5</sup>, as well as guidelines published by the European Commission on its website shall be used. These standards/specifications should be referred to whenever they are available.

#### 3.8.3 Checking administrative requirements

If products are to be checked for compliance with administrative requirements or obligations, such as CE marking, EU declaration of conformity, required labelling, traceability requirements, instructions and information for users and installers, user restrictions in certain countries etc., they should be either checked by the *market surveillance authority* itself, by the testing facility, or by another third party, that is not involved in the manufacturing of these products and is independent of the other *organisations* signing the agreement; provided that the *market surveillance authority* agrees to this procedure and endorses the findings as its own.

#### 4 Objectivity, independence and impartiality

Article 9 2. The market surveillance authority in question and the parties referred to in paragraph 1 shall ensure that the agreement on joint activities does not lead to unfair competition between economic operators and does not affect the objectivity, independence and impartiality of the parties.

In order to ensure that the *joint activity* does not lead to unfair competition between economic operators, and does not affect objectivity, independence and impartiality, the parties shall come to an agreement to address the above-mentioned issues. This agreement shall be made public (see chapter 6 of this document) in order to provide transparency to support objectivity, independence and impartiality of the *joint activity* initiated by the *joint activity agreement*.

#### 4.1 Representative of the target sector

Further, it is necessary to demonstrate that the *organisation* representing professionals is representative of a significant group of all the economic operators involved in the targeted sector(s). For this purpose, it is recommended to determine the degree of representation of the target sector that is involved in the *joint activity* and to incorporate this degree of representation into the *joint activity agreement*. This degree can be based on the following information of each organisation, which should also be included in the *joint activity agreement* (if relevant):

- the number of members that each organisation represents;

<sup>&</sup>lt;sup>4</sup> For example, for transportable pressure equipment standards referenced in European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR)/ Regulation concerning the International Carriage of Dangerous Goods by Rail (RID)

<sup>&</sup>lt;sup>5</sup> For example, according to Article 14.2 of <u>Directive 2014/32/EU</u> on measuring instruments, normative documents by the 'Organisation Internationale de la Métrologie Légale' (OIML) may be identified as giving presumption of conformity with the essential requirements of the Directive. To this end, references to the following normative documents have been published in the Official Journal and specific guidance provided (N.B. according to Article 52(2) of <u>Directive 2014/32/EU</u> references to the repealed Directive 2004/22/EC are construed as references to the current Directive)

- the diversity in the size of their members in relation to very small, small, medium, large, very large;
- the diversity of their role in the supply chain (manufacturers, importers, distributors, fulfilment service providers) including online sales;
- the combined market share of all their members;
- the way the organisation is organised to keep their members informed.

If the involved parties represent Economic Operators, they and some of their products should be included in the *joint activity*.

#### 4.2 Resources

Financial commitment and other resources provided by *organisations* in the *joint activity* shall be used only for the objective of the *joint activity* agreement and cannot place *market surveillance authorities* under any other kind of obligation. The agreement should set out the contributions made by each party and whether these are made in cash or in kind.

*Joint activities* shall not lead to any form of financial compensation or benefits to the *market surveillance authority* infringing on European or national rules.

#### 4.3 Follow up actions by the market surveillance authorities

Decisions on enforcement actions, (i.e. which type of enforcement action is appropriate) and the prioritising of cases which require enforcement action is the sole responsibility of the *market surveillance authority*. The participating MSAs shall ensure that similar non-compliances will be treated in consistent and uniform way in order to guarantee the functionality of the single market. Representative cases should be discussed between the participating *market surveillance authorities* and, for problematic cases discussed in AdCos in order to find a common approach. If it turns out that the AdCo is unable to reach an agreement between the *market surveillance authorities*, the AdCo may consider submitting the dilemma to the EU experts' working group in charge with the relevant regulation. Last possible solution is to start the safeguard clause procedure.

#### 4.4 Data gathering

Data gathered by organisations, *experts* and *other relevant authorities* provided to the involved *market surveillance authorities* must be objective, impartial and independent. The relevant authority needs to ensure there is no bias and guarantee sufficient representation in the collection of the data. The requirements described in 4.1 also apply to this data.

The scope of every *joint activity* must comply with the specific targeting modalities. For example, where data related to product testing is concerned, it must be collected following specific product sampling and testing modalities determined by the common template.

#### 5 Use of information resulting from *joint activities*

Article 9 3. A market surveillance authority may use any information resulting from joint activities carried out as part of any investigation regarding non-compliance that it undertakes.

Use and variety of the information, results and conclusions of the *joint activity* shall respect the following principles:

#### 5.1 Information, results and conclusions

The *market surveillance authorities* will be the sole owner of the data gathered for the *joint activity*. Results of product conformity assessments and/or product testing and traceability information of the products and the responsible economic operators and/or conformity assessment bodies shall be revealed only to the *market surveillance authorities*.

Information about product compliance provided to a *market surveillance authority* by another party within an agreement cannot be made public without the prior consent of that authority.

It is always the responsibility of the involved *market surveillance authorities* to decide on the use of the received and gathered information.

Regardless of the results shown on a test report, formal conclusions on the possible risk analysis and compliance status of a sample are also the sole responsibility of the *market surveillance authorities*.

If endorsed by a *market surveillance authority*, product-related information resulting from activities identifying non-compliances shall be uploaded in the relevant part – public or private – of European information systems, such as ICSMS and Safety Gate<sup>6</sup>, by the *market surveillance authority*; the applicable confidentiality rules of each IT system shall be followed - regardless of the origin of the uploaded information. The individual campaign code of the *joint activity* should be encoded in ICSMS into the field labelled "campaign".

#### 5.2 Content presentation, report, training etc.

*Organisations* can collaborate but shall not control the content of presentations, reports, and/or training materials provided by the *market surveillance authorities*.

When reporting the general outcome of a *joint activity* (using reports and/or presentations), it is important to consider the specificities of the audience and their needs.

#### 5.3 Languages

The *parties* will agree in which languages the general outcome, reports, presentation etc. will be published. This information can be incorporated in the agreement.

#### 5.4 Publication and use of name and logos

The agreement lays down the decision between the parties on the use of the results of the joint activity. To guarantee the impartiality that is necessary for a *joint activity*: results of the *joint activity* may only be published after consultation with the participating *market surveillance authorities*. This is important to guarantee impartiality in a joint activity. The *market surveillance authorities* should publish the result on their websites and in other appropriate forms and the involved *parties* should refer to this page. The results of a *joint activity* should not be used by the involved *organisations* and *experts* to obtain competitive benefits or to cause unfair competition. *Organisations* and *experts* shall only refer to the information published.

General results, like the percentage of compliance among targeted products (including those acquired from online shops) without mentioning the product names, brands or the name of the economic operators who were assessed in the action may be shared in an aggregated manner with the other stakeholders. However, this should be treated as confidential information unless otherwise stated in the *joint activity agreement*.

The use of names, logos of specific companies, brands, trade organisations or trademarks, etc. from participating parties should be explicitly addressed in the *joint activity* and submitted to the agreement of all parties involved in the *joint activity*.

Reports, checklist, training, educational or campaign material shall not bear:

- i) official governmental names or logos without prior explicit approval in the *joint activity agreement*;
- ii) market surveillance authorities' names or logos without prior explicit approval in the *joint activity agreement;*

<sup>&</sup>lt;sup>6</sup> Link to Safety Gate

https://ec.europa.eu/consumers/consumers safety/safety products/rapex/alerts/repository/content/pages/rapex/index en.htm

iii) names or logos of specific companies, brands, trade organisations or trademarks without prior explicit approval from all *parties* involved in the *joint activity*.

#### 5.5 Location of publications (agreement, final report, presentation, etc.)

The publications will be placed on the website of the *leading market surveillance authority* or on *the market surveillance authorities*, if more than one is involved. Other involved *parties* can create a link on their website to these publications. It is recommended that the final reports of the *joint activity* are shared on the website of the EC as well, e.g. for exchanging knowledge about joint activities among Member States. The *leading market surveillance authority* contacts the Network for approval of documents to be published on the website of the EC. After approval, the IT services of the EC publishes the final report(s) on the website of the EC.

#### 5.6 Time-limit of confidentiality

The *joint activity agreement* should set the time-limit of the confidentiality obligations (typically starting from either the date on which the agreement takes effect or the date on which the confidential information was given).

#### 5.7 Penalties for breach of confidentiality

A breach of confidentiality may cause significant damage, but the damage may be difficult to prove. To prevent this, the *joint activity agreement* may include a penalty in the confidentiality obligations ...

#### 6 Joint activity agreements

Article 9 4. The market surveillance authority in question shall make the agreement on joint activities, including the names of the parties involved, available to the public and shall enter that agreement in the information and communication system referred to in Article 34. At the request of a Member State, the Network established under Article 29 shall assist in the drawing up of the agreement on joint activities.

In order to easily comply with the requirements of Article 9 of the Regulation (EU) 2019/1020 this guidance document includes a common template that has been adopted by the Network to help *market surveillance authorities* with the preparation of the agreements for *joint activities*. The template can be found in Annex A and can also be downloaded from the non-public part of ICSMS. The agreement shall be entered in ICSMS. The leading *market surveillance authority* in the *joint activity* is responsible for uploading the signed *joint activity agreement* into the public section of ICSMS. After contacting the secretariat of the Network, the *leading market surveillance authority* is provided with a unique campaign code that can be input into the field "campaign" in ICSMS. In that way, the agreement can be easily found in ICSMS.

On the request of at least one Member State, the Network shall assist in the drawing up of the agreement. The Network may request changes regarding compliance with Regulation (EU) 2019/1020, alignment with the approved template or with this guidance document. Any remarks or concerns from the Network are published in the non-public section of ICSMS, together with the *joint activity agreement*. The *parties* of *the joint activity* change the *joint activity agreement* accordingly or highlight in ICSMS why certain aspects cannot be implemented.

Even without a request from a Member State to assist in the drawing up of the *joint activity* agreement, it is recommended that each *joint activity agreement* should be sent by the leading *market surveillance authority* to the Network for information and possible remarks. This information is also proposed to foster additional MSA's participation and encourage EU-financing. It is recommended that enough time (no less than six weeks) is allowed for the Network to express

remarks before the activity starts and the *joint activity agreement* can be published. If the agreement was not submitted to the Network, it shall be stated so in ICSMS.

Regardless of the aim of a *joint activity*, the following requirements and issues should be considered into account when drawing up a *joint activity agreement*:

#### 6.1 Disclaimer

With the signature of each party, parties underline that objectivity, independence and impartiality is guaranteed. The leading *market surveillance authority* is responsible for overseeing that the activity is carried out according to *the joint activity agreement*.

#### 6.2 Part I: Participants

The names of the *parties* must be incorporated into to the *joint activity agreement,* namely:

- *Market surveillance authorities* involved: the names of the market surveillance authorities with post address, the relevant contact persons with function, phone number and e-mail address. This information should also indicate the *leading market surveillance authority*;
- other relevant authorities involved: the names of the other relevant authorities with post address need to be incorporated into the *joint activity agreement*, also indicating the contact persons with function, phone number and e-mail address.
- organisations involved: the legal names with identification-number, function and post address, the contact persons with function, phone number and e-mail address. Further, it is recommended to incorporate in the agreement the degree of representation of the involved organisations. See chapter 4;
- *experts* involved: if relevant for the *joint activity*, the legal name of the organisation of the expert or person itself with post address, the contact person with function, phone number and e-mail address should be indicated in the *joint activity agreement*.

#### 6.3 Part II – Aim, justification, motivation and scope of the *joint activity*

6.3.1 The name of the joint activity

The name of the joint activity should be added to the agreement.

#### 6.3.2 Aim of the joint activity

The aims of the *joint activity* should always be explicitly mentioned to promote compliance/ identify non-compliances/raise awareness/provide guidance in relation to the Union harmonisation legislation.

#### 6.3.3 Justification, Motivation

The justification and motivation of the *joint activity* should be disclosed and if possible, the links to the background information.

#### 6.3.4 Scope

The scope of the *joint activity* should always be mentioned along with the planning and the estimated timeline for the activity, which should include a start and end date.

#### 6.4 Part III – Resources

The information about the provider and the resources involved are necessary, their approximate value (in EUR, man/hour contribution or other in-kind contribution), who shall supply them (if applicable, budget and terms of payment) and what the resources are used for. This information is needed, in case of any financing other than from the leading authority is used.

#### 6.5 Part IV - Results and information sharing

Terms and conditions of the ownership of data generated should be mentioned as well as how the results will be published. The type and content of the expected results should also be described.

#### 6.5.1 Terms and conditions

Describe the different responsibilities and contributions of the involved *parties* (including experts, if relevant). Also in relation to the time-limit of the confidentiality obligations and what happens in case of a breach of confidentiality.

#### 6.5.2 Data generated

Give details about who will gather the data and how it is collected, what are the requirements of the data to be collected.

Provide information on what kind of data will be generated. Be as precise as possible. Try to use numbers, percentages, traceable and predictable figures.

Fill in the rules concerning data gathered by *organisations, experts* and *other relevant authorities* provided to the involved *market surveillance authorities*.

#### 6.5.3 Communication plans (publication of results)

Indicate, which results can be published, by whom and how. Product-related data needs to be shared via ICSMS. Indicate which data can be made public in ICSMS. Please see also paragraph 5.4 about the use of names and logos.

#### 6.6 Part V – Signature

The following should always be included: date, name, function, contact person with phone number and e-mailaddress for each *party*. For the signing of the joint activity agreement it is important to include the name, date and signature. Signing the agreement by market surveillance authorities implies that they recognize the representativeness of the other participants on the considered market for the purpose of the activity. With his/her signature each party expresses his/her commitment to objectivity, independence and impartiality of the joint activity.

#### Annex A: Template bearing agreements on joint activity

- This template provides a model to be used and adapted in accordance with the Guidelines for Joint activities for article 9 of the Regulation (EU) 2019/1020.
- Even without a request from a Member State to assist in the drawing up of the joint activity agreement, it is recommended that each joint activity agreement should be transmitted by the leading market surveillance authority to the Network for information and possible remarks. (see chapter 6.0).

Governing a *joint activity* to promote compliance subject to article 9 of Reg. (EU) 2019/1020

Name of the <i>joint activity</i>	
Name of the joint activity	
Unique number/code	

**Disclaimer:** In accordance with article 9 of Regulation (EU) 2019/1020, no provision of the current agreement shall have any binding force for any *market surveillance authority*, if it jeopardizes its objectivity, independence or impartiality.

The personal data on this form are processed via ICSMS: Name, function, professional address, phone, email and job title. These data are processed by the European Commission and, the national authorities in the Member States, EFTA States and authorities in Third countries involved in the implementation of the Protocol on Ireland and Northern Ireland.

Market surveillance authorities	Contact persons
Legal name (leading):	Name:
	Function:
Post address:	Phone number:
	E-mail address:
Legal name:	Name:
	Function:
Post address:	Phone number:
	E-mail address:
Legal name:	Name:
	Function:
Post address:	Phone number:
	E-mail address:
Legal name:	Name:
	Function:
Post address:	Phone number:
	E-mail address:
Legal name:	Name:
	Function:
Post address:	Phone number:
	E-mail address:
Legal name:	Name:
	Function:
Post address:	Phone number:
	E-mail address:

#### I – Participants

Other relevant authorities	Contact persons
Legal name (leading):	Name:
	Function:
Post address:	Phone number:
	E-mail address:
Legal name:	Name:
	Function:
Post address:	Phone number:
	E-mail address:

Governing a *joint activity* to promote compliance subject to article 9 of Reg. (EU) 2019/1020

Organizations	Contact persons
Legal name:	Name:
	Function:
Identification number:	Phone number:
Post address:	E-mail address:
Degree of representation:	
Legal name:	Name:
	Function:
Identification number:	Phone number:
Post address:	E-mail address:
Degree of representation:	
Legal name:	Name:
	Function:
Identification number:	Phone number:
Post address:	E-mail address:
Degree of representation:	

Experts	Contact persons	
Legal name:	Name:	
Identification number:	Function:	
Post address:	Phone number:	
	E-mail address:	
Legal name:	Name:	
Identification number:	Function:	
Post address:	Phone number:	
	E-mail address:	
Legal name:	Name:	
Identification number:	Function:	
Post address:	Phone number:	
	E-mail address:	

Governing a *joint activity* to promote compliance subject to article 9 of Reg. (EU) 2019/1020

#### II – Aims, justification, motivation and scope of the joint activity

- Promoting compliance
- □ Identifying non-compliances
- □ Raising awareness
  - Providing guidance in relation to the Union harmonisation legislation

#### Justification and motivation:

Scope
The joint activity will run from until

(More details may be included in attached supporting documents).

#### III – Resources

PROVIDER:	RESSOURCE:	VALUE:

(More details may be provided in attached supporting documents)

Governing a *joint activity* to promote compliance subject to article 9 of Reg. (EU) 2019/1020

#### IV Results and information sharing

(More details may be provided in attached supporting documents)

#### V – Signature

Parties	Date	Signature	
Market surveillance authorities:			
Other relevant authorities:			
Organisations:			
Experts:			