



Memorandum of Understanding for the Management of the Importation of Mercury into the Cooperative Republic of Guyana



Memorandum of Understanding

Memorandum of Understanding for the Management of Mercury into the physical territory of The Cooperative Republic of Guyana.

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “the/this MOU”) is made and entered into on the ~~30~~^{30th} day of ~~August~~^{August} 2019 (the ‘Effective date’), BY AND AMONG **the Ministry of Natural Resources** (hereinafter referred to as “MNR”), established on December 17, 2011 and represented herein by the Minister Designate whose registered office is located at 96 Duke Street, Kingston, Georgetown
OF THE FIRST PART

-and-

The Guyana Geology and Mines Commission (hereinafter referred to as “GGMC”), established by the Guyana Geology and Mines Commission Act 1979 and represented herein by the Commissioner whose registered office is located at Upper Brickdam, Georgetown; OF THE SECOND PART

-and-

The Environmental Protection Agency (hereinafter referred to as “EPA”), established by the Environmental Protection Act 1996 and represented herein by the Executive Director whose registered office is located at Ganges Street, Sophia, Georgetown; OF THE THIRD PART

-and-

The Pesticides and Toxic Chemicals Control Board (hereinafter referred to as “PTCCB”) established by the Pesticides and Toxic Chemicals Control Act 2000 and represented herein by the Registrar whose registered office is located at National Agriculture Research and Extension Institute (NAREI) Compound Mon Repos, East Coast Demerara; OF THE FOURTH PART

In this MOU, MNR, GGMC, EPA and PTCCB shall, individually, be referred to as “**the Party**” and, collectively, as “**the Parties**.”

WHEREAS, the identified Parties are State agencies whose interests, purview or jurisdictional responsibilities include the regulation of the processes, authorisation and activities pertinent to the importation, storage, distribution and use of mercury, particularly for the mining sector of Guyana.

1.0 Purpose

The purpose of this MOU is to coordinate and enhance the procedures for management of the importation, storage, distribution, use and disposal and provisions for clean-up in the event of an accident or spill, of mercury which is a known toxic chemical used in the gold mining industry in Guyana.

2.0 Authority

This MOU recognises that the PTCCB is authorised to enforce registration and licences for pesticides and toxic chemicals in Guyana, to keep a register of pesticides and toxic chemicals and to issue licences for manufacture and import pesticides and toxic chemicals.

It also recognises that the PTCCB is responsible for the issuance of Licences to import and to sell registered pesticides and toxic chemicals; maintain a Register of premises that store pesticides and toxic chemicals, while it regulates the distribution of pesticides and toxic chemicals.

The GGMC is responsible for providing effective stewardship of our mineral resources by ensuring increased opportunities for mineral resources development (exploration, documentation and extraction) and to promote and support increased investment in the mining and mining-related sectors. Hence, under this MOU, the GGMC will assume the responsibility of identifying and recommending individuals or duly registered corporations whom it deems to have met the criteria to be afforded the opportunity to import, use and, in some instances, resell mercury.

The EPA has the authority to provide for the management, conservation, protection and improvement of the environment, the prevention or control of pollution, the impact of economic development on the environment and the sustainable use of natural resources; a mandate which extends to the authorisation and regulation of the extraction and conversion of mineral resources and waste having constituents of mercury or mercury compounds.

The MNR, being vested with the overall responsibility to develop, implement and oversee policies for the responsible exploration, development and utilisation of natural resources whilst, ensuring the protection and conservation of the environment and advancement of the green economy, reserves the right to grant final authorisation, after a recommendation is made by GGMC, through the issuance of the Honourable Minister's

approval/disapproval of the “No Objection” letter, for persons to be allowed to import mercury into Guyana.

3.0 Scope

This MOU outlines the adaptive criteria to which all importers, resellers and users of mercury will adhere to. It also outlines the procedures to which the identified Agencies will comply and also seeks to improve communication among the identified Agencies with regards to mercury importation, storage, handling, resale and use in Guyana.

The range of activities include those related to, or in support of, but not limited to:

- Source of mercury (country of origin);
- Documentation to be shared with the Parties;
- Packaging (pre importation);
- Inspection;
- Handling;
- Transportation;
- Storage including types of storage containers and the amount of mercury to be stored in each container;
- Conditions for resale;
- Customer information including the intended use of the mercury and if for resale, all information requested by parties

This MOU recognises that ongoing collaboration efforts among the Agencies is necessary to execute the scope of the MOU and the Parties undertake to expedite and maintain such collaboration.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. The PTCCB shall licence all pesticides and toxic chemicals imported into Guyana, save and except chemical mercury which is not a prohibited chemical;
2. PTCCB shall be responsible for the management of pesticides and toxic chemicals in Guyana along with the manufacturing, importation, distribution, storage, use licensing, registration, inspection and enforcement of all matters related to toxic chemicals;
3. The PTCCB is committed to ensuring sound chemicals management in Guyana;

4. The GGMC shall ensure that owner or manager of any claim or mine, in which mercury is used shall enter or cause to be entered in a register to be kept for that purpose. The record shall show the date of receipt, the date of issue, quantities received or issued, and the balance of stock on hand, and the signature of the receiver or issuer, as the case may be. The data from the register shall be shared bi-annually with all parties and used to guide the decisions by the Honourable Minister on the amounts of mercury to be imported into Guyana;
5. The EPA shall be responsible for ensuring that, in the management of mercury, particularly in its storage, use and disposal in adherence to the Environmental Protection Act, Cap. 20:05, Laws of Guyana, all measures are taken to minimise the risks that exposure to mercury poses to human health and the environment.
6. Reaffirming their willingness to work together to provide sound management of the importation, storage, distribution, use and disposal of mercury in Guyana; and
7. Declaring that nothing in this MOU should be a basis to prejudge the Parties' views on the mechanism through which management of the use of mercury, method of use and disposal of mercury and significant role played by Parties in their efforts to eliminate the threat posed by mercury on the mining community.

4.0 Principles of Collaboration

The Parties agree to adhere to the following principles:

- ***Collaboration and Cooperation*** – Commit to the procedures and criteria outlined in this MOU to ensure that activities are delivered and actions are taken by the appropriate party, where required.
- ***Accountability*** – take on, manage and account to each other for the performance of the respective roles and responsibilities set out in this MOU.
- ***Transparency*** – Communicate openly about major concerns, issues, challenges or opportunities related to the procedure and criteria set out in this MOU.
- ***Good faith*** - Reliability to support the achievement of the purpose of the MOU.

- **Promptness of Action** – Recognise the time critical nature of the process and endeavour to communicate in a timely manner.
- **Deployment of appropriate resources** – Ensure sufficient and appropriately qualified resources are available and authorized to fulfil the responsibilities set out in this MOU.
- **Adherence to statutory requirements and best practices** – Comply with applicable laws and standards.

The MNR, GGMC and PTCCB shall agree annually to a capped amount of mercury to be imported for use in the small and medium scale gold mining sector, starting with an amount of 1,000 flasks / 34, 500 kg per year. This amount shall be used as the base quota, which will be gradually reduced, contingent on the projected gold declaration in the small and medium scale gold mining sector, the streamlining and implementation of alternative technologies and techniques to mercury use and as agreed by the parties.

5.0 Procedure

To further this cooperation, the GGMC will require that any person, whether an individual, a group of individuals or a company, who imports mercury into Guyana for the purpose of mining must meet the following criteria: -

- a) Produce a valid quotation from the supplier stating the amount and origin (country) of the mercury to be imported and submit same to the office of the Commissioner of GGMC. The amount shall be clearly stated with the type and number of containers and the quantity (in kilogrammes or pounds) in each container.
- b) As guided by Regulation 132(1) of the Mining (Amendment) 2005, every importer who resells mercury, shall submit along with their request letter to GGMC, the names of the companies/miners that the mercury will be resold, their dredge licenses number and the provision of one-year data on the previous quantities they have received or were issued for the year and the balance of mercury stock on hand.
- c) GGMC will recommend to the Honourable Minister of Natural Resources that the individual, group of individuals or duly registered corporation be issued with a “No Objection” letter. The Honourable Minister will then grant final authorisation through the issuance of his/her approval/disapproval of the “No Objection” letter, for the person(s) to be allowed to import mercury into Guyana.

- d) The “No Objection” letter issued by the GGMC will be valid for a maximum of 150 flasks (5,175 kg) of mercury and for a period of six months from the date issued on the letter. The “No Objection” letter will only be used for one (1) consignment of mercury and will not be reused in cases where the importer does not ship the allocated amount.
- e) The GGMC will forward a copy of any “No Objection” letter issued to the PTCCB for its retention and action.
- f) PTCCB will request a valid Authorisation by the Environmental Protection Agency. This will be required by the submission of an Application for Environmental Authorisation to the Agency, along with supporting documentation including a map showing the proposed storage site and a Spill Prevention, Response and Disposal Plan.
- g) Prior to the issuance of a “No Objection” letter, a person(s) or company who wants to import and distribute mercury must have a valid registration from the PTCCB and a valid Environmental Authorisation from the EPA.
- h) Prior to the issuance of a “No Objection” letter, the PTCCB along with the GGMC and the EPA shall conduct inspections and follow-up inspections of the premises of individuals, groups of individuals and duly registered corporations that seek to import mercury to assess whether these individuals, groups of individuals and companies have proper storage facilities in compliance with storage standards. This should be done at least once within a twelve (12) month period.

6.0 Governing Principles

- a) This MOU does not modify or supersede any law or regulation.
- b) This MOU does not amount to a delegation of any of the powers, duties and obligations of the Parties.
- c) This MOU does not create, directly or indirectly, any legal rights or obligation, liabilities, enforceable by the Parties or by any person, not a party to this MOU; and
- d) This MOU does not affect any arrangements under any other MOU that any Party has entered into or may enter into with any one or more persons connected with the other Parties or any other persons not a party to this MOU.

7.0 Amendment

As experience is gained with the implementation of this MOU, amendments or modifications may be needed to respond to emerging issues and challenges. As such, this MOU may be updated, refined, amended or otherwise varied, through the written agreement of the Parties.

8.0 Severability

Severability from this MOU requires consultations among the Parties identified within this MOU.

9.0 Termination

- (a) This MOU shall continue until it is terminated by the consent of all Parties or upon the request for termination by any Party who shall provide three months' written notice to the other Parties of its intention to terminate same.
- (b) The termination of this MOU shall not affect the implementation of on-going activities and/ or the validity of the arrangements conducted under this MOU.

10.0 Settlement of Dispute

In the event of any dispute arising out of the interpretation, implementation or application of the provisions of this MOU, the Parties shall use their best efforts to settle promptly and amicably through consultation or direct negotiation.

11.0 Conclusion

In signing this MOU, the Parties reaffirm the importance of coordinated action/support for the management of mercury imported for mining and commits that Parties mentioned in this MOU to support these efforts as outlined above.

IN WITNESS WHEREOF, by their signatures below, the Parties have caused this Memorandum of Understanding to be executed and effective as of the Effective Date."


Signed:


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Trecia David -Garnath, Registrar, Pesticides and Toxic Chemicals Control Board


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Newell Dennison, Commissioner (ag), Guyana Geology and Mines Commission


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Dr. Vincent Adams, Executive Director, Environmental Protection Agency


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Minister Designate, Ministry of Natural Resources