MEMORANDUM OF UNDERSTANDING

Between

The U.S. Department of Health and Human Services

And

The U.S. Environmental Protection Agency

Regarding

Scientific Coordination on Glyphosate Registration Review
(Docket EPA-HQ-OPP-2009-0361)

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the U.S. Department of Health and Human Services (HHS) and the U.S. Environmental Protection Agency (EPA) to ensure that relevant HHS research, data, and expertise can help to inform EPA's registration review of glyphosate under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). Scientific coordination and partnership outlined in this MOU will strengthen the evidence base available to EPA and support public confidence in the integrity of its registration review. This MOU creates no new authorities, and EPA retains sole responsibility for registration decisions under FIFRA, but the agreement allows HHS to contribute important research capacity and scientific knowledge that EPA will weigh at its discretion.

I. BACKGROUND

Since EPA's 2020 Interim Registration Review Decision on glyphosate, a significant amount of additional research has been conducted on not just potential carcinogenic effects of exposure to glyphosate and glyphosate-based herbicides (GBHs) but also regarding potential reproductive, developmental, metabolic, microbiome, and other biological effects. EPA's current registration review provides an important opportunity to reassess the health risks of glyphosate and GBHs considering all available scientific evidence.

Importantly, several HHS operating divisions are well positioned to strengthen the evidence available to EPA by sharing their recent research and providing scientific capacity to tackle outstanding questions. Those HHS operating divisions include the National Institute of Environmental Health Sciences (NIEHS), the National Toxicology Program (NTP), the National Cancer Institute (NCI), the National Institute for Occupational Safety and Health (NIOSH), the National Center for Environmental Health (NCEH), and the Food and Drug Administration (FDA).

II. PURPOSE

This MOU is intended to facilitate a comprehensive and transparent exchange of scientific information between HHS and EPA, a full accounting of any outstanding research questions based on input from subject matter experts, and mechanisms by which HHS and

EPA can collaborate to expand critical research into glyphosate and its potential human health effects. EPA, with support from HHS, will deliver rigorous scientific analysis that results in trusted information about glyphosate and GBHs, which in turn will enhance decision-making at the individual, family, and community levels.

As part of its current registration review, EPA will assess all relevant research conducted since its 2020 Interim Registration Review Decision. The breadth of new scientific literature includes not only carcinogenicity but also reproductive, developmental, metabolic, endocrine-related, microbiome, and other health outcomes. The agency will provide transparency in how it evaluates that evidence.

III. ROLES AND RESPONSIBILITIES

The goals of the MOU will be accomplished through the following activities:

- A joint technical working group with relevant expertise from EPA's Office of Pesticide Programs (OPP) and Office of Applied Science and Environmental Solutions (OASES) as well as from NIEHS, NTP, NCI, NIOSH, NCEH, and FDA.
- To facilitate HHS activities outlined in this MOU, the Department will appoint a senior official from NIEHS to serve as liaison, ensuring effective coordination and information-sharing between HHS operating divisions and EPA, including identifying and compiling appropriate working group materials and participant information and timely provision of them for posting to Docket EPA-HQ-OPP-2009-0361. EPA will appoint a senior official from OPP or OASES to serve as the agency's liaison. Joint technical working group meetings will occur on a regular basis as determined by HHS and EPA liaisons.
- A defined set of scientific questions, with deliverables and timelines calibrated to EPA's registration-review schedule. The working group will develop this set of questions by consensus. Where consensus cannot be reached, the HHS and EPA liaisons will attempt to resolve the disagreement, and any unresolved matters will be elevated to each agency's leadership, with EPA retaining final decision authority consistent with its responsibilities under FIFRA.
- A robust and comprehensive exchange of toxicological, epidemiological, exposure, biomonitoring, and other relevant information, with explicit terms governing confidential business information consistent with FIFRA and applicable privacy protections.
- Mechanisms by which EPA may request technical input from named HHS components, and by which HHS may propose research it is prepared to fund pursuant to applicable authorities.
- Reimbursable-work arrangements under the Economy Act where either agency undertakes work at the other's request, with HHS activities conducted under Public Health Service Act and other relevant authorities.
- Transparency commitments: This may include publication of the working group's charge questions, participant affiliations, and the documents considered, with materials placed in Docket EPA-HQ-OPP-2009-0361 as appropriate. Consistent with applicable law regarding the protection of confidential business information, the agencies intend for these materials to be posted on a rolling basis as they are finalized, rather than solely in connection with a specific regulatory action.
- Mutual understanding that each agency retains its existing statutory responsibilities, that the MOU neither predetermines nor directs the outcome of EPA's review, and that nothing in this MOU constrains EPA's discretion under FIFRA.

Scientific areas to be considered include but are not limited to the following:

• *Formulation and surfactant toxicology* — Existing carcinogenicity evaluations rest principally on technical-grade glyphosate rather than formulated end-use products registered in the United States and their co-formulants. NIEHS and NTP can design and fund, consistent with applicable law, studies on formulated products and surfactant systems, including replication of contested findings. Any work on this matter should be conducted consistent with provisions related to confidential business information in FIFRA and applicable privacy protections. To the fullest extent permitted under law, EPA shall seek to establish mechanisms through which HHS scientists can access surfactants and other formulation ingredients necessary to conduct rigorous research into potential human health effects, while ensuring that confidential business information remains appropriately protected. Such mechanisms could include, for example, providing blinded samples that enable toxicological evaluation, with ingredient identities disclosed only when scientifically necessary and subject to appropriate confidentiality protections.
• *Occupational epidemiology* — To the extent allowable by applicable law, the Agricultural Health Study, which is led by NCI and NIEHS, and occupational surveillance infrastructure from NIOSH can support extended follow-up and pooled analyses of applicator populations.
• *Human exposure data* — NCEH can expand biomonitoring of glyphosate and its primary metabolite within the National Health and Nutrition Examination Survey to inform EPA's exposure assessment with measured rather than modeled values.
• *Dietary exposure data* — The FDA's pesticide residue monitoring program and Total Diet Study can help inform EPA's dietary exposure work. Also, HHS and EPA can work together to characterize preharvest applications and their contribution to dietary exposure.

IV. DATA AND INFORMATION SHARING AND PROTECTION

Consistent with applicable law, the parties may exchange data, information, materials, and scientific and technical resources, as appropriate, to support activities undertaken under this MOU. The parties will facilitate timely access to information necessary to carry out mutually agreed-upon activities, consistent with applicable law, regulations, policies, and procedures.

The parties will, consistent with applicable law, protect confidential business information, trade secrets, personally identifiable information, and other sensitive or protected information. The parties may develop additional procedures or safeguards governing access, use, disclosure, storage, and handling of such information as necessary for specific activities. Any such additional procedures or safeguards will be developed jointly and require the mutual written approval of both parties' liaisons before taking effect. If the parties are unable to reach agreement, the existing procedures and safeguards described in this MOU will remain in effect, and the matter will be referred to each agency's leadership for resolution.

V. DESIGNATED POINTS OF CONTACT

For HHS: A senior official from NIEHS will serve as HHS liaison to EPA; coordinate participation across NIEHS, NTP, NCI, NIOSH, NCEH, and FDA; facilitate information-sharing as outlined in this MOU; and support alignment of activities and timelines with EPA's registration-review schedule.

For EPA: Designated senior official from OPP.

VI. TRADE SECRET OR COMMERCIAL INFORMATION

The parties may exchange data, information, materials, and scientific and technical resources as appropriate to support activities under this MOU. Such exchanges will be conducted in accordance with applicable laws, regulations, policies, and procedures. The parties will, consistent with applicable law, safeguard trade secrets, confidential commercial or financial information, confidential business information, and other sensitive or protected information received or accessed in connection with activities under this MOU. The parties may establish additional procedures, agreements, or safeguards governing the access, use, handling, disclosure, and protection of such information, consistent with applicable law.

VII. LEGAL AUTHORITY

Activities conducted under this MOU will be consistent with the following authorities to the extent applicable: FIFRA, including EPA's registration review authority and the confidential business information provisions of FIFRA § 10; the Public Health Service Act § 301 and other relevant HHS authorities governing HHS activities; the Economy Act, 31 U.S.C. § 1535, governing reimbursable interagency work agreements; and all other applicable laws and regulations.

VIII. FUNDING

In general, each party is expected to bear the costs of its participation under this MOU. Where either party undertakes the work at the other's request, the parties may enter into reimbursable-work arrangements under the Economy Act. Nothing in this MOU obligates either party to any current or future expenditure of resources in advance of the availability of appropriations from Congress.

IX. LIMITATIONS

This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity, against either party, their officers or employees. This MOU is neither a binding document, nor a fiscal nor a funds obligation document. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity. This document does not create any right or benefit, substantive or procedural enforceable by law or equity against HHS or EPA, their officers or employees, or any other person. Nor does this MOU direct or apply to any person outside HHS and EPA. This MOU is intended to outline the nonexclusive efforts of the agencies. All activities and commitments hereunder will be handled in accordance with applicable laws, regulations, and procedures, and are subject to the availability of appropriated funds, resources, and personnel. Any transaction involving transfers of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements.

X. EFFECTIVE DATE

This MOU will become effective on the date of the last signatory to the agreement.

XI. REVISIONS/AMENDMENTS

The parties may revise or modify this MOU by written amendment, provided such revisions or modifications are mutually agreed upon by authorized officials of both parties.

XII. TERMINATION

This MOU is entered into voluntarily by both parties and may be modified by mutual consent of authorized officials of HHS and EPA. This MOU may be terminated by either party with thirty (30) days of advance written notice. In the absence of mutual agreement by authorized officials from HHS and EPA to continue this partnership, this MOU shall end on December 31, 2027.

Lee M. Zeldin

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Lee Zeldin
Administrator
U.S. Environmental Protection Agency

Robert F. Kennedy Jr.

September 22, 2026

Robert F. Kennedy, Jr.
Secretary
U.S. Department of Health and Human Services