

Memorandum of Understanding (MoU) between the Department of Environment, Food and Rural Affairs and the Health and Safety Executive on the 'Comply with UK REACH' IT system

1. Introduction and Scope

- 1.1 This MoU sets out the responsibilities of the Department for Environment, Food and Rural Affairs (Defra) and the Health and Safety Executive (HSE) ("Parties" or "Party" singular) in relation to the 'Comply with UK REACH' IT system and associated Case Management IT System.
- 1.2 Whilst exclusively concerned with 'Comply with UK REACH' IT, this MoU will in some cases refer to the broader context of the UK REACH operational service, where this is relevant to IT implementation and support.
- 1.3 The Case Management IT system has been delivered and HSE support the use, development, and improvements of this system. Case Management IT system forms part of the 'Comply with UK REACH' IT system and will not be referred to separately in the MoU hereafter.
- 1.4 This MoU should be read in conjunction with the MoU between Defra and HSE regarding funding and delivery of work on UK REACH, Plant Protection Products (PPP), Detergents and Directly Related International Technical Activities 26/27
- 1.5 This MoU is not intended to constitute a legally enforceable contract or to create any rights or obligations which are legally enforceable.

2. Governance of the 'Comply with UK REACH' IT System

- 2.1 'Comply with UK REACH' IT went live at the point of expiry of the EU Exit Transition Period at 12:01am 01/01/2021. At this point it formed part of a wider UK REACH operational service.
- 2.2 Decisions are taken on how 'Comply with UK REACH' IT develops to reflect the current policy position, regulatory compliance, continuous improvement of the live service / user experience and the vision for full operating capacity (FOC) of the service. The key decision-making bodies on these issues are the UK REACH Programme Board
- 2.3 These bodies will be supported by working level governance groups including, but not limited to Backlog Management Group (BMG and the Subject Matter Expert (SME) Meeting.
- 2.4 Together, the bodies in 2.2 and 2.3 will be referred to as the governing bodies.
- 2.5 In order to perform their role, the governing bodies will require full visibility over all aspects of the 'Comply with UK REACH' IT Service to make fully informed decisions. Defra and HSE therefore agree to provide the management information that will be required to support them.

3. Governance of this MoU

- 3.1 The performance and future development of 'Comply with UK REACH' IT are defined primarily by:
 - 3.1.1 Future Development – 'Comply with UK REACH' Service Roadmap
 - 3.1.2 Non-Functional Requirements – Service performance metrics and reporting
- 3.2 Notwithstanding Defra's ultimate responsibility as policy lead (see 5.1.1), the UK REACH Programme Board is responsible for oversight of these documents.
- 3.3 Priorities for future development of the system within the wider context of the 'Comply with UK REACH' IT Service will be agreed respectively at BMG
- 3.4 In addition to this core governance framework, either Party may request bilateral Defra-HSE reviews on a yearly basis. Where such a review is requested, this will be held between DEFRA Deputy Director, Chemicals, Pesticides and Hazardous Waste, and the HSE Director, Chemicals Regulation Division, with if required, a nominated representative from Defra, DDTS, HSE and EA (or between any nominated deputy/successor).
- 3.5 These meetings may review any or all of:
 - 'Comply with UK REACH' IT performance
 - interaction between 'Comply with UK REACH' IT and the regulator function
 - future enhancements or changes to 'Comply with UK REACH' IT (as set out in the Service Roadmap)
 - key risks and actualised risks (i.e. issues)
 - any matters escalated through the disputes and escalation process

4. Support wrap and incident management

- 4.1 UK REACH-IT is defined as a 'Tier 3' system within Defra's IT Support Framework and has access to IT support from Monday to Friday (8:00 – 18:00 excluding bank holidays) including minimal major incident support assurance.
- 4.2 Technical support is provided by the UK REACH IT Support Mailbox (UKRIS). UKRIS can solve basic IT issues relating to 'Comply with UK REACH' IT, including DEFRA account administrative support. Referring more complex or technical queries to technical resolver groups including UK REACH Application Support and DEFRA Customer Identity Team.
- 4.3 UKRIS will also refer customers to the relevant HSE Helpdesk regarding more complex or technical regulatory queries.

5. Defra and HSE individual roles and responsibilities

- 5.1 Defra is responsible for:

- 5.1.1 Acting as the policy lead for 'Comply with UK REACH' IT, Defra is accountable to Ministers for the development and maintenance of 'Comply with UK REACH' IT and for ensuring alignment between the systems (in the wider context of the UK REACH operational service) and policy decisions.
- 5.1.2 Leading the development and delivery of the 'Comply with UK REACH' IT system including product development, product improvement, fixing of defects and bugs and technical upgrades to the IT solution in response to user and regulator feedback.
- 5.1.3 Operation, provision of security, maintenance, and management of upgrades to 'Comply with UK REACH' IT and downstream dependencies including cross government components where Defra has prior notification of system outages.
- 5.1.4 Ensuring all guidance on 'Comply with UK REACH' IT is maintained on relevant gov.uk pages and operating the UKRIS service (see 4.2)
- 5.1.5 Managing requests from the HSE Regulatory teams to access 'Comply with UK REACH' IT, including integrated party applications (IUCLID6) pertaining to their roles.
- 5.1.6 Ensuring effective business continuity plans are in place for 'Comply with UK REACH' IT.
- 5.1.7 Ensuring the operation of 'Comply with UK REACH' IT is reviewed regularly through the agreed governance arrangements (see paragraph 3).
- 5.2 HSE is responsible for:
 - 5.2.1 Using 'Comply with UK REACH' IT to support delivery of the duties of the Regulators as set out in the MoU between Defra and HSE regarding funding and delivery of work on UK REACH, Plant Protection Products (PPP), Detergents and Directly Related International Technical Activities 26/27.
 - 5.2.2 Sharing with Defra on a regular basis appropriate feedback received from stakeholders via the HSE REACH helpdesk on 'Comply with UK REACH' IT, which will help decision making on future priorities and system development.
 - 5.2.3 Completing processes related to payments and invoices as necessary until 'Comply with UK REACH' IT system capability is developed to provide these functions.
 - 5.2.4 Ensuring effective business continuity plans are in place for REACH Regulator functions.

- 5.2.5 Provide Defra with details of HSE users requiring or no longer requiring access as 'Regulators' on 'Comply with UK REACH' IT or third party applications, in line with the agreed process.
- 5.2.6 Managing HSE users' access to 'Comply with UK REACH' IT, ensuring procedures are in place to manage changes to user roles.
- 5.2.7 Forwarding 'Comply with UK REACH' IT received directly into HSE to UKRIS.
- 5.2.8 Collecting, analysing, and sharing management information as required to enable review and development of 'Comply with UK REACH' IT.
- 5.2.9 Ensuring all guidance on 'Comply with UK REACH' IT and the wider UK REACH operational service is maintained on relevant HSE web pages.
- 5.2.10 Providing Defra with (advance) notice of any system outages or external factors with a direct impact on the system such as HSE website maintenance, or shortage of resources outside of the Regulator function.
- 5.2.11 HSE to be involved in and provide resources during development meetings, UAT and service readiness activities, prior to and during any upgrades or releases of 'Comply with UK REACH' IT.

6. Defra and HSE joint roles and responsibilities

- 6.1 Defra and HSE are responsible for working in close partnership to plan future developments of 'Comply with UK REACH' IT, in line with the agreed UK REACH roadmap and to support the development of the system. This will be delivered through:
 - 6.1.1 Using agreed governance structure to take decisions, manage the project and review delivery performance.
 - 6.1.2 Identify and manage key risks and issues.
 - 6.1.3 Ensuring business continuity plans for 'Comply with UK REACH' IT, ensuring and regulatory operations are aligned and tested.
 - 6.1.4 When reviewing 'Comply with UK REACH' IT performance, to provide information to support the review as required under governance arrangements in section 3. Information required from Defra and HSE will include an updated Non-Functional Requirement (NFR) document, an updated Service Roadmap and 'Comply with UK REACH' IT performance data during the review period.
 - 6.1.5 Ensuring effective communication with stakeholders on 'Comply with UK REACH' IT and delivering a process of user engagement to support system improvement and development.

7. Data Management

- 7.1 Data management, including GDPR compliance is governed under the UK REACH, Plant Protection Products (PPP), Detergents and Directly Related International Technical Activities 25/26 MoU, noting that the 26/27 MoU will replace the 25/26 MoU in due course and take precedence thereafter.

8. Funding and Liability

- 8.1 Defra's responsibility regarding funding for the operation and development of 'Comply with UK REACH' IT and contingencies is outlined in section 5.1. This includes the endeavours to secure funding in the event that 'Comply with UK REACH' IT does not operate as expected and new costs arise e.g. resource (including planning undertaken by recruitment agencies) to support manual workarounds until system improvements reduce reliance on them.
- 8.2 HSE is responsible for providing Defra with clearly defined funding requirements in respect of the REACH IT system and any associated manual workarounds and for ensuring that these reflect efficient delivery arrangements and value for money. HSE is also responsible for the related accurate forecasting and reporting on spend in line with arrangements specified in the MoU between Defra and HSE regarding funding and delivery work on REACH, PPP, Detergents and directly related International Technical activities.
- 8.3 Defra will reimburse HSE against all liabilities, costs, expenses, losses and all other reasonable professional costs and expenses suffered or incurred by HSE arising out of or in connection with:
- 8.3.1 Operation of manual processes (workarounds) where full 'Comply with UK REACH' IT functionality is not expected to be and is in fact not available.
 - 8.3.2 Operation of 'Comply with UK REACH' IT functionality including GDS/HMRC common components.
- 8.4 Defra's agreement to reimburse HSE includes, but is not limited to, liabilities, costs, expenses, and losses arising from:
- 8.4.1 Changes to anticipated work volumes
 - 8.4.2 Manual download of REACH dossiers (The introduction of the integrated version of IUCLID significantly reduces the requirement to manually download REACH dossiers, however in the event the IUCLID system goes down or there is a problem with viewing a REACH dossier in the integrated system HSE may still manually download).
 - 8.4.3 Unintended disclosure of information during the operation of a manual process (as above 8.4.2 explanation)
 - 8.4.4 Reliance on GDS / HMRC common components
 - 8.4.5 The agreement that the system will go live with identity assurance at level of assurance (LOA 1) rather than implementing the HMRC Identity Verification solution for individual identity assurance.

- 8.5 Defra's agreement to reimburse HSE shall not apply to the extent that a claim for reimbursement results from HSE negligence, or failure to follow appropriate management controls, or HSE's wilful misconduct, or the wilful misconduct of an employee or agent of HSE, or any issues arising from the security of HSE's IT systems.
- 8.6 Defra and HSE will discuss and agree any financial adjustments arising from these provisions. Once agreed, any liabilities will be invoiced by HSE and paid by Defra. This should generally occur monthly in arrears but should not exceed 90 days following receipt of invoice unless otherwise agreed.

9. Intellectual Property Rights

- 9.1 "Intellectual Property Rights" means patents, utility models, inventions, trademarks, service marks, logos, design rights (where registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, know-how, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
- 9.2 All Intellectual Property Rights in relation to 'Comply with UK REACH' IT, including all associated code, are vested in, and owned by Defra.
- 9.3 HSE may reuse 'Comply with UK REACH' IT and its associated code by obtaining authorisation from Defra Information Asset Owner in writing and the parties agree that this MoU provides such authorisation. The reuse of 'Comply with UK REACH' IT and its associated code is governed by the Technology Code of Practice (TCoP) under the Government Digital Service (GDS) Service Standard.
- 9.4 Defra is not responsible or liable for HSE's reuse of its Intellectual Property, including 'Comply with UK REACH' IT and its associated code, in connection with this MoU (or any results thereof) or for any other purpose.
- 9.5 For the avoidance of doubt, Defra is not responsible or liable for any other central government department's reuse of its Intellectual Property, including 'Comply with UK REACH' IT and its associated code, in connection with this MoU (or any results thereof) or for any other purpose.

10. Dispute Resolution

- 10.1 Each party undertakes to inform the other at the earliest possible opportunity of any difficulties or foreseeable issues arising in relation to this MoU. The parties will endeavour to work together to resolve any difficulties or develop solutions and countermeasures as quickly as possible.
- 10.2 In the event of a dispute arising between Defra and HSE in relation to the operation of 'Comply with UK REACH' IT both parties will attempt to resolve it through the following route:

10.2.1 A disagreement will trigger the dispute resolution procedure when it cannot be resolved by further dialogue at an operational or policy working level by those closest to the issue in question. Any issues that cannot be resolved at a working level must be passed for resolution to the SDT in the first instance. If the issue remains unresolved, then it will be escalated to SDT followed by SRO's.

10.3 Any dispute arising between Defra and HSE relating to the terms of this MoU will follow the dispute resolution process set out in the UK REACH, Plant Protection Products (PPP), Detergents and Directly Related International Technical Activities 25/26 MoU, noting that the 26/27 MoU will replace the 25/26 MoU in due course and take precedence thereafter.

11. Variation

11.1 This MoU may only be varied by the unanimous written agreement of both parties (such agreement not to be unreasonably withheld).

12. Termination

12.1 This MoU should be considered subordinate to the MoU between Defra and HSE regarding funding and delivery of work on UK REACH, Plant Protection Products (PPP), Detergents and Directly Related International Technical Activities 25/26 MoU, noting that the 26/27 MoU will replace the 25/26 MoU in due course and take precedence thereafter. Both MoU's should be read in conjunction with each other, and the parties shall use reasonable endeavours to interpret them consistently with each other.

12.2 Whilst this MoU may not be terminated in isolation, it may be terminated with effect from the same date as any termination of the relationship between Defra and HSE with respect to delivery of UK REACH more widely.

12.3 Such termination will not affect legislative requirements and shall not affect any payments of reimbursements due to either party for work carried out in good faith up to the expiry of any notice period, or reimbursable items.

13. Duration of Operation

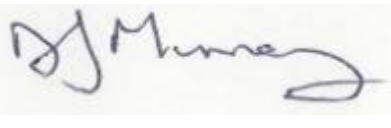
13.1 This MoU takes effect when two original copies are signed by both parties. It will be reviewed each January and may be reviewed quarterly at the request of either party under the arrangement set out under 3.3.

Signed: 

Name: Marc Casale

for the Department of Environment, Food and Rural Affairs (Defra)

Date: 05.08.26

Signed: 

Name: DAVID MURRAY

for the Health and Safety Executive (HSE)

Date: 07/09/2026