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**COMMITTEE OF EXPERTS ON THE TRANSPORT OF
DANGEROUS GOODS AND ON THE GLOBALLY
HARMONIZED SYSTEM OF CLASSIFICATION
AND LABELLING OF CHEMICALS**

Sub-Committee of Experts on the Globally Harmonized
System of Classification and Labelling of Chemicals

Eighteenth session
Geneva, 9 – 11 December 2009
Item 7 of the provisional agenda

OTHER BUSINESS

Publication of sector-specific guidance for the application of the GHS

Prepared by the Chairperson and the secretariat¹

Background

1. At its seventeenth session, the Sub-Committee examined the issue of the ownership of the guidance developed by the industry for the application of GHS criteria to specific sectors (“industry specific guidance”) as well as the different options for its publication. The outcome of the discussions was reflected in the report of that session (ST/SG/AC.10/C.4/34, paras. 37 and 38), as follows:

“37. The Sub-Committee reiterated its view that the ownership of any sector-specific guidance developed by the industry for the application of the GHS criteria belonged to the authors, who should remain responsible for its contents.

38. Most experts suggested that providing a link from the GHS web pages on the UNECE secretariat website to an industry public website containing the guidance would be the best option to make it available worldwide. However, it was made clear that this would

¹ In accordance with ST/SG/AC.10/C.4/34, para.38.

not imply any endorsement of industry's guidance by the Sub-Committee. To that end, the Chairperson and the secretariat volunteered to prepare a draft disclaimer to be included in the relevant web pages of the UNECE secretariat website, for consideration by the Sub-Committee at its next session."

2. The information about the activities of the Sub-Committee as well as general information about the GHS is published in the website of the United Nations Economic Commission for Europe (UNECE), which provides secretariat services to the Sub-Committee. The UNECE web site is subject to the terms and conditions of use applicable to all United Nations web sites, which, among other issues, address that of linked web sites, and use of the contents, as follows:

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Proposal

4. To reflect the Sub-Committee's views about the ownership and use of the contents of the sector-specific guidance for the application of the GHS developed by the industry, which will be made available through a new web page at the UNECE website, it is proposed that the following introductory sentence be inserted preceding the list of links to external websites:

"This page contains links to third-party web sites which are provided as a convenience. The third-parties in question have informed the United Nations Sub-Committee of Experts on the Globally Harmonized System of Classification and Labelling of Chemicals that they had developed guidance for the application of the GHS in their own sectors.

At its 17th session, the Sub-Committee reiterated its view that the ownership of any sector-specific guidance developed by the industry for the application of the GHS criteria belonged to the authors, who should remain responsible for its contents.

Most experts suggested that providing a link from the GHS web pages on the UNECE secretariat website to an industry public website containing the guidance would be the best option to make it available worldwide. However, it was made clear that this would not imply any endorsement of industry's guidance by the Sub-Committee (see ST/SG/AC.10/C.4/34, paras.37 and 38).

Attention is drawn also to paragraph 1.1.3.1.1 of the GHS, whereby "Competent authorities will decide how to apply the various elements of the GHS based on the needs of the competent authority and the target audience."

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