

# **MEMORANDUM OF UNDERSTANDING**

## **(MoU)**

Between

National Institute of Technology and Evaluation (NITE)

And

Korea Chemicals Management Association (KCMA)

## **MEMORANDUM OF UNDERSTANDING**

**Between**

**National Institute of Technology and Evaluation (NITE)**

**And**

**Korea Chemicals Management Association (KCMA)**

**Concerning**

**Information exchange and cooperation in the field of Chemical Management**

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The National Institute of Technology and Evaluation (hereinafter referred to as "NITE")

And

The Korea Chemicals Management Association (hereinafter referred to as "KCMA")

both hereinafter referred to as the "Parties" ,

Through friendly consultations, in line with the principle of equality and mutual benefit, shared the intention to cooperate in the field of chemical management in accordance with their respective national laws and regulations,

Have Agreed As follows;

### **Article 1 : Objective**

The Memorandum of Understanding (hereinafter referred to as "MoU") is intended to conduct enhanced cooperation and information communications recognizing that it contributes to the sustainable growth and a high level of protection of human health and of the environment from risks derived from chemicals.

## **Article 2 : Parties Understandings**

This MoU is intended to focus on issues of enhanced cooperation, information exchange and shared views on regulatory tasks within both Parties' respective mandates.

## **Article 3 : Scope of cooperation**

The Parties intended to cooperate with the following actions;

- 1) Both Parties will share with each other the information of legislation, regulation and standardizations in the field of chemical management, especially the lists of regulated chemical substances as updated basis within their capability and interest.
  - a) Both Parties assume and agree that NITE will transmit the provided information as the above lists from NITE's chemical risk information database "CHRIP(Cheical Risk Information Platform)" through internet.
  - b) Both Parties assume and agree that KCMA will transmit the provided information as the above lists from an appropriate database that will be agreed by NITE.
- 2) Both Parties, if appropriate, will offer training programs to each Party's members for the purpose of understanding and responding to each country's national laws and regulations.
- 3) Both Parties decide to hold periodical meetings with each other including concerned authorities or organizations as appropriate.
- 4) Both Parties will conduct cooperation on concerned fields where appropriate.

## **Article 4 : Exchange of information**

All exchange of information between the Parties will take place for the purpose of and in accordance with the contents of this MoU including in Article 3 1) a) and Article 3 1) b).

### **Article 5 : Use of Information**

The parties will ensure that information received on the basis of this MoU will be treated in accordance with any applicable legislation. Neither party shall disclose to the public, use or process information, without a prior written consent of the other party except for the transmitting in Article 3 1) a) and Article 3 1) b).

### **Article 6 : Divergences of implementation**

The Parties are determined to make their best efforts with a view to resolving any divergence that may arise in the implementation of this MoU.

### **Article 7 : Validity, Amendment and Termination**

- 1) The MoU shall become effective from the date of its signing.
- 2) The Parties may amend or revise this MoU by mutual written consent at any time.
- 3) The Parties may terminate the cooperation under this MoU giving at least three months prior written notice, or by mutual written consent.
- 4) Should this MoU be terminated, the rights and obligations of the parties based on it shall remain effective, including in Article 3 1) a) and Article 3 1) b) unless otherwise agreed by the Parties.

### **Article 8 : General Provisions**

- 1) Any dispute, controversy or differences of views as to the interpretation and implementation of this MoU shall be settled by mutual consultation of the Parties.
- 2) The official language for implementation of cooperation shall be English except for the transmitting in Article 3 1) a) and Article 3 1) b).

IN WITNESS WHEREOF, this MoU shall become effective as of the date of signing and is executed in two identical counterparts which are equally valid. The Two originals of MoU in English language are both equally authentic.

Date 24 / 9 / 2014.

NITE

KCMA

木井保夫

J. S. Park

Yasuo Kii

Jin Soo Park

Director-General, of Chemical Management Center

Chairman

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