

Memorandum of Understanding on Food Safety Standards between the Ministry of Food and Drug Safety of the Republic of Korea and the National Center for Food Safety Risk Assessment of the People's Republic of China

Under the principles of equality, reciprocity and mutual benefit, the Ministry of Food and Drug Safety of the Republic of Korea and the National Center for Food Safety Risk Assessment of the People's Republic of China(hereinafter referred to as "Two Sides"), with the aim of information sharing, experience sharing, and harmonization between the Two Sides concerning food safety standards and test methods (hereinafter referred to as "food safety standards") and in the hope of promoting inter-organizational collaboration in the field of food safety standards, have reached the following understanding:

Paragraph 1 Principle

The Two Sides will promote cooperation in the field of food safety standards in accordance with this MOU, relevant laws of each country, and the Agreement on the Application of Sanitary and Phytosanitary Measures (SPS Agreement).

Paragraph 2 Areas of Cooperation

1. The Two Sides will cooperate and exchange the information included in the Chinese Food Safety Standards and Korean Food Code.
2. The Two Sides will exchange experts and professionals for academic cooperation and short visit.

Paragraph 3 Korea/China Expert Council on Food Safety Standards

1. The Two Sides will establish the Korea/China Expert Council on Food Safety Standards (hereinafter referred to as the "Council") to review progress of cooperative activities prescribed by this MOU and discuss other issues pertaining to it.
2. Representatives designated by the Two Sides will attend as representatives of the Council.
3. The Council meetings will be held annually in Korea or in China, alternatively. If necessary, the Two Sides can exchange information by other means.

4. Participants and agenda of each meeting of the Council will be determined through prior discussion between the Two Sides.
5. The Two Sides will designate liaison officers in order to ensure efficient operation of the Council. Korea will appoint the international cooperation officer of the Ministry of Food and Drug Safety, and China will appoint the international cooperation officer of the National Center for Food Safety Risk Assessment as liaison officers.

Paragraph 4 Expenses

1. Each organization will bear expenses associated with cooperative activities carried out under this MOU.
2. Expenses of support provided by one organization on the request of the other will be borne by the requesting party unless otherwise decided by mutual agreement between the Two Sides.

Paragraph 5 Disclosure of Information

The Two Sides will not disclose or distribute to third parties any confidential information delivered by the other side in the process of carrying out cooperative activities in accordance with this MOU, except to the extent that the other party consents in writing. "Confidential information" includes but is not limited to all records, analysis data, editing data, scientific data, and other documents created by the Two Sides as well as all other information and documents that incorporate, summarize, contain, reflect or reference such data. All reports and publications will be published as a joint research.

Paragraph 6 Resolution of Disagreements

Any disagreement between the Two Sides regarding the interpretation and/or implementation of this MOU will be resolved amicably through discussions.

Paragraph 7 General Provisions

1. The Two Sides will implement the activities stipulated in this MOU based on the availability of allocated funding and personnel within the scope of each country's laws and regulations.
2. This MOU does not establish any legally binding obligations.

Paragraph 8 Effect, Amendment, and Termination

1. This MOU will come into effect on the date of its signature and will remain in effect for five years.
2. This MOU may be amended through written consent of the Two Sides.
3. Termination of this MOU will have no influence on the effect or the duration of cooperative activities in progress at the time of notification of termination.

Equally valid Korean, Chinese and English versions of this MOU, two copies of each, were signed on September 10, 2015 in Seoul, Korea. In the event of an interpretive discrepancy, the English language text will prevail.

For the
Ministry of Food and Drug Safety
of the Republic of Korea

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For the
National Center for Food Safety Risk Assessment
of the People's Republic of China

劉 超 群