

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

Under the principles of equality, reciprocity and mutual benefit, the China National Center for Food Safety Risk Assessment and the Ministry of Food and Drug Safety of the Republic of Korea (hereinafter referred to as the “Participants”), with the aim of sharing information and experience, as well as facilitating harmonization between the Participants of food safety standards, including test methods (hereinafter referred to as “food safety standards”), and in the hope of enhancing cooperation between the Participants in the field of food safety standards, have reached the following understanding:

Paragraph 1. Objective

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

Paragraph 2. Areas of Cooperation

The Participants will promote mutual cooperation in the following areas:

1. cooperate and exchange of information included in the Chinese Food Safety Standards and Korean Food Code ; and
2. exchange of experts and professionals for academic cooperation and short visits.

Paragraph 3. Status of the Memorandum of Understanding

1. The Participants 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 is not intended to create any legally binding obligations for the

Participants under domestic or international law.

Paragraph 4. Disclosure of Information

Neither Participant will disclose or distribute to third parties any confidential information received from the other Participant in the process of carrying out the cooperative activities under this MOU, except to the extent that the other Participant consents in writing. The term “confidential information” includes, but is not limited to, all records, analysis data, editing data, scientific data, and other documents created by the Participants, 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 result of joint research.

Paragraph 5. Financing

1. Each Participant is responsible for the administration and expenditure of its own resources associated with the activities conducted under this MOU.
2. The costs of any assistance provided by one Participant to the other Participant at the request of that other Participant will be borne by the requesting Participant, unless otherwise jointly decided by the Participants.

Paragraph 6. Operation of China/Korea Expert Council on Food Safety Standards

1. The Participants will establish a China/Korea Expert Council on Food Safety Standards (hereinafter referred to as the “Council”) to review the progress of the cooperative activities under this MOU and discuss other issues pertaining to it.
2. Representatives designated by the Participants will attend as representatives of the Council.
3. The Council meetings will be held annually, alternatively in China and Korea. If necessary, the Participants may exchange information by other means.
4. Agenda of each meeting of the Council will be jointly determined through prior discussion between the Participants.

Paragraph 7. Contact Points

The Participants hereby designate the following contact points in order to ensure the efficient implementation of this MOU:

1. for China National Center for Food Safety Risk Assessment: the Division of Science, Education & International Cooperation; and
2. for the Ministry of Food and Drug Safety: the Director for International Cooperation.

Paragraph 8. Resolution of Differences

Any differences arising from the interpretation, application and/or implementation of this MOU will be amicably resolved through consultations between the Participants.

Paragraph 9. Entry into Effect and Termination

1. This MOU will come into effect on the date of its signature by the Participants.
2. This MOU will remain effective for a period of five (5) years and will be automatically renewed for successive periods of five (5) years, unless written notice is given by one Participant to the other Participant of its intent to terminate this MOU six (6) months in advance.

Paragraph 10. Amendment

This MOU may be amended by mutual written consent of the Participants.

SIGNED in duplicate on May 31, 2023, in Weihai, China in the Chinese, Korean and English languages, each text being equally valid. In case of any divergence of interpretation, the English text will prevail.

For the
China National Center for Food Safety Risk
Assessment

Deputy Director General



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

Director General for Food Standard
Planning


