

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE MINISTRY OF FOOD AND DRUG SAFETY OF THE REPUBLIC OF KOREA**  
**AND**  
**THE UNITED NATIONS**  
**(REPRESENTED BY UNITED NATIONS OFFICE ON DRUGS AND CRIME)**

The United Nations Office on Drugs and Crime (hereinafter referred to as “UNODC”) and the Ministry of Food and Drug Safety of the Republic of Korea (hereinafter referred to as the “Ministry”) (hereinafter jointly referred to as the “Participants”);

**RECALLING** that the Ministry is entrusted with the responsibility to protect public health by ensuring the safety of food and medicinal products supplied to the public, and strives to reinforce the safety of food and medicinal products and to further bolster evidence-based regulatory capacities and expertise in the food and medicinal product field while contributing to setting global standards. The Ministry also plays an indispensable role in safeguarding the public from drugs through its divisions and systems committed to preventing substance abuse based on the rigorous monitoring of drugs;

**RECALLING** that UNODC has the mandate to contribute to global peace and security, human rights and development by making the world safer from drugs, crime, corruption and terrorism by working for and with Member States. UNODC serves as the guardian of international drug control conventions, and the secretariat to intergovernmental policymaking bodies, providing strong research and policy analysis and combining global expertise and a wide field presence to provide specialized assistance to Member States;

**CONSIDERING** that the Participants share common objectives with regard to strengthening and advancing in a sustainable manner international cooperation in the area of access to controlled substances for medical and scientific purposes while preventing diversion and abuse, and that they wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

**INTENDING** to consolidate, develop, and detail their cooperation and strengthen their effectiveness to achieve their common objectives in the field of access to controlled substances for medical and scientific purposes;

**HAVE REACHED** the following understanding:

## **Paragraph 1 Implementation**

1. This Memorandum of Understanding (MoU) represents the complete understanding between the Participants and supersedes all prior understandings, communications and representations, whether oral or written, concerning the subject matter of this MoU.
2. Any annex to this MoU will be considered an integral part of this MoU. References to this MoU will be construed as including any annexes, as varied or amended in accordance with the provisions of this MoU.
3. This MoU is not intended to create any legally binding obligations between the Participants.
4. For specific projects to be implemented pursuant to this MoU, the Participants will conclude separate arrangements addressing, inter alia, the financial arrangements, ownership of intellectual property and dispute settlement, as well as other responsibilities of the Participants in relation to the project.

## **Paragraph 2 Purpose and scope of cooperation**

1. Without prejudice to Paragraph 1.4. above, the purpose of this MoU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Participants to further their shared goals and objectives in regard to:
  - a. addressing issues pertinent to the area of access to controlled substances for medical and scientific purposes, while preventing diversion and abuse;
  - b. maximizing the benefit derived from international expertise in the area of access to controlled medicines;
  - c. strengthening and advancing technical and forensic capacity through the development and dissemination of best practices, the provision of chemical reference standards and drug identification tools, the strengthening of forensic quality assurance support and training, and the enhancement of early warning mechanisms;
  - d. improving the quality of prevention, care and rehabilitation strategies and practices;
  - e. supporting the initiatives carried out by the Ministry as they relate to the mandates, programmes and activities of UNODC; and
  - f. implementation of projects by UNODC, following any earmarked donations or grants by the Ministry to UNODC.

2. This MoU does not of itself give rise to any financial implications or commitment of resources, financial or otherwise, on the part of UNODC or the Ministry.
3. The objectives of this MoU will be achieved through:
  - a. Regular dialogue meetings between UNODC and the Ministry;
  - b. The execution of separate legal instruments between the Participants to define and implement any subsequent projects, programmes and activities pursuant to Paragraph 1(4) above.

### **Paragraph 3** **Areas of cooperation**

1. Areas of cooperation will be jointly decided upon through the cooperation mechanisms in this MoU. Policies and priorities under this MoU may also be jointly reviewed regularly by the Participants to allow the Participants to respond to issues in the field of:
  - a. access to controlled substances for medical and scientific purposes, whilst preventing diversions and abuse/misuse;
  - b. laboratory and forensic science services, including quality assurance, drug identification tools and early warning mechanisms; and
  - c. prevention of drug use, and treatment and rehabilitation of drug use disorders.
2. The Participants anticipate that their collaboration will focus on activities in the areas of:
  - a. access to controlled substances for medical and scientific purposes by implementing the global UNODC/WHO/UICC program on increasing access to controlled drugs for medical purposes, providing technical assistance to countries in the development of balanced national policies and best practices for improving access to and the use of affordable quality-controlled medicines;
  - b. development and implementation of systems and mechanisms to allow for the adequate monitoring and reporting of the overall distribution, prescription, dispensing, use, and disposal of controlled medicines;
  - c. development and implementation of capacity building tools aimed at increasing the capacity of professionals working in the health system to prescribe, monitor and report the use of controlled substances for medical and scientific purposes;
  - d. exchange of information and expertise with regards to best practices in the area of controlled substances for medical and scientific purposes, whilst preventing diversion and abuse;

- e. support for related UNODC project activities funded by the Ministry's contribution;
  - f. Early Warning Advisory and exchange of information on emerging substances: the UNODC Laboratory and Scientific Service (LSS) and the Ministry will exchange key technical reports, information and data related to New Psychoactive Substances (NPS) and other substances to advance global Early Warning Advisory;
  - g. provision of scientific support from the LSS to the Ministry in convening an annual international scientific symposium;
  - h. cooperation to improve the quality of prevention, care and rehabilitation strategies, policies, and practices in the Republic of Korea.
3. The above list is not exhaustive and should not be taken to exclude or replace other forms of collaboration between the Participants on other issues of common interest.

#### **Paragraph 4** **Modalities of Collaboration**

1. Further to the achievement of their common objectives and pursuant as applicable to paragraph 1.4 above, the Participants intend to consider ways to:
  - a. share knowledge, ideas and lessons learned;
  - b. promote consultation between staff on topics of mutual interest;
  - c. collaborate on the promotion, preparation and organization of joint seminars, conferences, briefings and information sessions;
  - d. promote ways to collaborate with other entities, which could bring further support to the activities pursued under this MoU;
  - e. collaborate on the dissemination of lessons learned and, where possible, disseminate appropriate results of projects/research through publications, the internet and other easily accessible means;
  - f. coordinate activities to strengthen programmes related to access to controlled medicines for medical and scientific purposes;
  - g. promote evidence-based strategies and interventions; and
  - h. provide technical support to Member States in their mutual interest or priority areas.
2. The Participants anticipate that each Participant will contribute to the activities undertaken pursuant to this MoU in one or more of the following ways:

- a. mobilization of its own staff for the pursuit of the objectives of this MoU;
  - b. provision of facilities for workshops, conferences and/or training seminars;
  - c. consideration of the provision of support to relevant stakeholders; and
  - d. such other means as the Participants may jointly decide upon.
3. This MoU will be brought to the attention of the relevant staff of both Participants. The Participants will collaborate to provide guidance, information and learning tools to the staff members concerned, to enhance cooperation in jointly determined fields (it being understood that any sharing of information will be subject to the disclosing Participant having the legal right to do so, and subject to the provisions on confidentiality set forth below).
  4. The Participants recognize the value of and need for sharing statistical and scientific information to avoid duplication in the collection, analysis, publication and distribution of such information.

#### **Paragraph 5 Organization of cooperation**

1. The Participants will hold bilateral meetings on matters of common interest, in accordance with an agenda jointly determined in advance by the Participants, for the purpose of developing and monitoring collaborative projects. Such meetings will:
  - a. discuss technical and operational issues related to furthering the objectives of this MoU; and
  - b. review the progress of work undertaken by the Participants pursuant to separate arrangements in the priority areas of cooperation mentioned in Paragraph 3 above.
2. In implementing activities, projects and programmes in the priority areas, the Participants will execute a separate arrangement appropriate for the implementation of such initiatives, in accordance with Paragraph 1(4) above.
3. Where either Participant is organizing a meeting with external participation at which policy matters related to the aims of this MoU will be discussed, that Participant will, as appropriate, either invite the other Participant to participate in the meeting or update the other on relevant policy matters discussed at the meeting.

#### **Paragraph 6 Status of the Ministry and its personnel**

The Participants acknowledge that the Ministry is an entity separate and distinct from the United Nations, including UNODC. The employees, personnel, representatives,

agents, contractors and affiliates of the Ministry, including the personnel engaged by the Ministry for carrying out any of the project activities pursuant to this MoU, will not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including UNODC, nor will any employees, personnel, representatives, agents, contractors or affiliates of UNODC be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of the Ministry.

### **Paragraph 7 Relationship and financial arrangements**

1. This MoU sets out a general framework for cooperation between the Participants and does not obligate either Participant to provide financial support of any sort to the other Participant. In performing any responsibilities or engaging in any activities under this MoU, each Participant will bear its own expenses. Nothing in this MoU will obligate either Participant to appropriate funds or enter into any contract, arrangement or other obligation.
2. The Participants will not undertake any actions, incur any expenses or make any commitments, financial or otherwise, which would be inconsistent with this MoU or the respective Participant's regulations, rules, policies and procedures, including, as necessary, the approval of their internal governing bodies. In the case of contributions by one Participant to the other Participant in support of particular activities under this MoU, appropriate financing arrangements will be established in writing in a separate agreement implementing this MoU, project document, exchange of letters or an arrangement as stated in Paragraph 1(4) above, specifying the expenses relating to the activity and how they are to be borne by the Participants.
3. Nothing in this MoU will create any partnership or joint venture between the Participants. The Participants hereby recognize that the collaboration under this MoU is non-exclusive.

### **Paragraph 8 Intellectual Property Rights**

This MoU does not delegate or transfer either Participant's intellectual property rights to the other Participant. Unless otherwise provided in specific arrangements to be concluded pursuant to Paragraph 1(4) above, each Participant will maintain ownership and control of its intellectual property rights.

### **Paragraph 9 Use of Name and Emblem**

1. Neither Participant will use the name, emblem or trademarks of the other Participant, its subsidiary bodies or entities and/or affiliates, or any abbreviation thereof, in connection with its activities, the cooperation under this MoU or

otherwise without the prior express written approval of the other Participant in each case. Under no circumstances will authorization of the UN or UNODC name or emblem be granted for commercial purposes.

2. The Ministry acknowledges that it is familiar with the independent, international and impartial status of the UN, including UNODC, and recognizes that the UN name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of the UN, including UNODC.
3. The Participants will recognize and acknowledge the collaboration under this MoU, as appropriate. To this end, the Participants will consult with each other concerning the manner and form of such recognition and acknowledgement.

#### **Paragraph 10 United Nations privileges and immunities**

Nothing contained in this MoU will be construed as a waiver, express or implied, of any the privileges and immunities of the United Nations, including its subsidiary organs.

#### **Paragraph 11 Confidentiality**

1. The handling of information will be subject to each Participant's confidentiality policies.
2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Participant to third parties, each Participant will obtain the express, written consent of the other Participant. However, a Participant's disclosure of another Participant's internal and/or confidential documents to an entity the disclosing Participant controls or with which it is under common control, or to an entity with which it has a confidentiality arrangement, will not be considered a disclosure to a third party, and will not require prior authorization.

#### **Paragraph 12 Dispute settlement**

In the event of a dispute, controversy or claim arising out of or relating to the interpretation or implementation of this MoU, the Participants will use their best efforts to promptly settle such dispute through direct consultation.

#### **Paragraph 13 Notification and amendments**

1. Each Participant will promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MoU.

2. The Participants may amend this MoU by mutual written agreement.

**Paragraph 14**  
**Effective date and term**

This MoU will be effective upon the last date of signature by the Participants and remain in effect for a period of three (3) years. It will be automatically renewed for successive three (3) year periods unless terminated in accordance with Paragraph 15 below.

**Paragraph 15**  
**Termination**

1. Either Participant may terminate this MoU by giving two (2) months' prior written notice to the other Participant.
2. Upon the termination of this MoU, the benefits and commitments of the Participants under any other arrangement executed pursuant to this MoU will cease to be effective, unless that arrangement states otherwise.
3. Any termination of this MoU or arrangement executed pursuant to this MoU will be without prejudice to the orderly completion of any ongoing collaborative activity and any other benefits and commitments of the Participants accrued prior to the date of termination, unless otherwise jointly decided by the Participants.

SIGNED in duplicate in the English and Korean languages, both texts are equally authentic and identical in substantive meaning. However, for the purpose of interpretation and in case of conflict in interpretation, the English text will prevail.

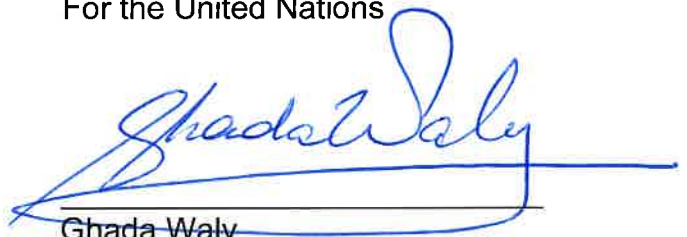
For the Ministry of Food and Drug  
Safety of Republic of Korea



Yu-Kyoung Oh  
Minister

Date

For the United Nations



Ghada Waly  
Executive Director of UNODC

Date