



## **MEMORANDUM OF COOPERATION**

**between**

**The Food Safety Commission of Japan  
and**

**The French Agency for Food, Environmental and Occupational  
Health Safety**

**The Food Safety Commission of Japan (FSCJ) on one side and the French Agency for Food, Environmental and Occupational Health Safety (ANSES) on the other side, having considered that it is necessary to promote scientific cooperation on data collection and data sharing related to risk assessment, have decided to cooperate as follows:**

### **1. Purpose and nature**

**(1) The purpose of this Memorandum is to confirm the scientific cooperation and dialogue between FSCJ and ANSES in the fields of data collection and data sharing related to risk assessment in line with the scope of each agency's mission in this area (Article 17 of Food Safety Basic Act (Act No. 48/2003) with regard to FSCJ, and Article L. 1313-1 of the French Code for Public Health with regard to ANSES).**

**(2) This Memorandum does not imply any legal obligations.**

## **2. Items**

**FSCJ and ANSES will provide mutual support and cooperation on each of the following items in line with relevant laws and regulations.**

- (1) Collection, analysis and sharing of technical data and staff exchange in the areas mentioned in paragraph 1. ; and**
- (2) Sharing views and expertise in the area of methodologies for data collection.**

## **3. Modalities**

**FSCJ and ANSES will each appoint a contact point that will be notified to the other side.**

**An evaluation meeting will be held periodically to summarize progress on cooperation.**

## **4. Confidentiality regime**

**(1) Each agency is authorized to disclose non-public information related to products or substances that are in the field of its competence to the other side. If there is a risk of bringing detriment or undue benefit to a specific person and/or entity as a result of the disclosure, the written consent of a person and/or entity concerned is necessary in advance.**

**(2) ANSES ensures that non-public information which is shared by FSCJ be treated in line with the contents in Attachment I of this Memorandum.**

**(3) Reciprocally FSCJ ensures that non-public information which is shared by ANSES be treated in line with the contents in Attachment II of this Memorandum.**

## **5. Period of Cooperation**

**The cooperation described in this Memorandum will commence on the day on which it is signed by the representatives of FSCJ and ANSES, and will continue for a period of five years. At the end of this period, the cooperation will continue for a further period of five years, unless one of the agencies notifies the other in writing six months before the end of each period of its intention to terminate the cooperation.**

**6. Termination**

Notwithstanding paragraph 5. above, the cooperation under this Memorandum will be terminated if one of the agencies notifies the other in writing of its intention to terminate the cooperation in case of the occurrence of any special reasons by which the cooperation can not be continued.

The representatives of the two agencies have signed this Memorandum.

Tokyo, 5<sup>th</sup> of October 2015

Tokyo, 5<sup>th</sup> of October 2015

<p>.....</p> <p><b>Hiroshi SATOH,</b> Chairperson Food Safety Commission of Japan</p>	<p>.....</p> <p><b>Marc MORTUREUX,</b> Director General French Agency for Food, Environmental and Occupational Health Safety</p>
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**ATTACHMENT I**

**PROTECTION OF CONFIDENTIALITY  
FROM  
THE FRENCH AGENCY FOR FOOD, ENVIRONMENTAL AND  
OCCUPATIONAL HEALTH SAFETY  
CONCERNING NON-PUBLIC INFORMATION  
SHARED BY  
THE FOOD SAFETY COMMISSION OF JAPAN**

The French Agency for Food, Environmental and Occupational Health Safety (ANSES) recognizes that some of the information it receives from the Food Safety Commission of Japan (FSCJ) may include non-public information exempt from public disclosure under the laws and regulations of Japan, such as confidential commercial information; trade secret information; personal privacy information; law enforcement information; or internal, pre-decisional information. ANSES recognizes that this non-public information is shared in confidence and that FSCJ considers it critical that ANSES maintain the confidentiality of the information. Public disclosure of this information by ANSES could seriously jeopardize any further scientific and regulatory interactions between FSCJ and ANSES. ANSES will advise FSCJ about the non-public status of the information at the time that the information is shared.

Therefore, ANSES certifies that it:

1. has the authority to protect such non-public information provided to ANSES in confidence by FSCJ from public disclosure;
2. will not publicly disclose such FSCJ-provided non-public information without a written authorization of the owner of the information, a written authorization from an individual who is the subject of the personal privacy information, or a written statement from FSCJ that the information no longer has non-public status;
3. will inform FSCJ promptly of any effort made by a judicial or legislative mandate to obtain FSCJ-provided non-public information. If such a

judicial or legislative mandate orders disclosure of FSCJ-provided non-public information, ANSES will take all appropriate measures in an effort to ensure that the information will be shared in a manner that protects the information from public disclosure; and

4. will promptly inform FSCJ of any changes to the France's laws, or to any relevant policies or procedures that would affect ANSES's ability to implement the commitments in this document.

**ATTACHMENT II**

**PROTECTION OF CONFIDENTIALITY  
FROM  
THE FOOD SAFETY COMMISSION OF JAPAN  
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SHARED BY  
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OCCUPATIONAL HEALTH SAFETY**

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**between**

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Health Safety**

**and**

**The Food Safety Commission of Japan**

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<p>.....</p> <p><b>Marc MORTUREUX,</b> Director General French Agency for Food, Environmental and Occupational Health Safety</p>	<p>.....</p> <p><b>Hiroshi SATOH,</b> Chairperson Food Safety Commission of Japan</p>
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**ATTACHMENT I**

**PROTECTION OF CONFIDENTIALITY**  
**FROM**  
**THE FOOD SAFETY COMMISSION OF JAPAN**  
**CONCERNING NON-PUBLIC INFORMATION**  
**SHARED BY**  
**THE FRENCH AGENCY FOR FOOD, ENVIRONMENTAL AND**  
**OCCUPATIONAL HEALTH SAFETY**

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