



# **MEMORANDUM OF UNDERSTANDING**

#### **BETWEEN**

# THE AGENCE NATIONALE DE SECURITE SANITAIRE DE L'ALIMENTATION, DE L'ENVIRONNEMENT ET DU TRAVAIL (FRENCH AGENCY FOR FOOD, ENVIRONMENTAL AND OCCUPATIONAL HEALTH & SAFETY)

A public organization of an administrative nature
with registered offices at 14, rue Pierre et Marie Curie

94701 Maisons-Alfort codex, France

Represented by its Deputy Director General, Mr. Gerard LASFARGUES, (hereinafter referred to as "ANSES")

#### AND

### THE FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA

A Statutory Authority established under the Food Safety and Standards Act, 2006 with Head Office at FDA Bhawan, Kotla Road, New Delhi.

Represented by its Chief Executive Officer, Shri Pawan Kumar Agarwal (hereinafter referred to as "FSSAI")

## FOR COOPERATION IN FOOD SAFETY

Hereinafter individually referred to as "the Party" and collectively as "the Parties", Desiring to promote scientific and technical cooperation in the field of food safety, have reached the following understanding

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Article 1 OBJECT OF THE MEMORANDUM OF UNDERSTANDING

1.1 PURPOSE

The objective of this Memorandum of Understanding (MoU) is to promote, in the framework of their respective missions, in their areas of activity and in respect of their independence and respective rules and policies, improved scientific and technical

cooperation between the Parties. The Parties therefore agree to seek and implement

projects of common interest in the areas mentioned in Article 1.2.

1.2 AREAS OF COOPERATION

The Parties wish to collaborate in the area of food safety in particular in risk assessment methodologies, food risk analysis, laboratories practices, methodology of

total diet study.

**Article 2 FORMS OF COOPERATION** 

2.1 The Parties agree that the cooperation shall relate to the implementation of joint

risk assessments and research activities, exchange of technical knowledge and know-

how, and possibly common projects of technical assistance for, or cooperation with,

institutions in other countries, with a view to the joint achievement of shared goals.

2.2 Each Party undertakes not to interfere, by any means whatsoever, with the

independence, right and obligation of the other Party.

2.3 The Parties then agree:

• to carry out projects of common interest in the context of joint programming

and implementation.

to conduct exchanges and visits of scientists and interns.

• to exchange scientific data and information.

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Page 2 of 4

2.4 Each specific cooperation project shall be covered by a detailed agreement signed

by the Parties establishing the terms of cooperation, including the project objectives.

work plan, research methods and procedures, the scientists or teams of scientists

involved, and the conditions relating to confidentiality, publication of results and

intellectual property.

This MoU does not include financial provisions. These will be specified in each

individual agreement according to the rules of each Party.

**Article 3 CONTACT PERSONS** 

To facilitate the joint work mentioned above and its implementation, the parties agree

to designate contact persons responsible for programming and defining cooperation

projects of common interest.

For ANSES:

Ms. Rozenn SAUNIER

Director of European and international affairs

Tel: +33.1.49.77.38.96/ Email: rozenn.saunier@anses.fr

For FSSAI:

Dr. Sandhya Kabra,

Director, International Cooperation, FSSAI

Tel: +91 11 23237418/ Email: sandhyak@fssai.gov.in

**Article 4 OTHER TERMS** 

This MoU is not intended to create obligations under international law and

intended activities are subject to the availability of funds and other resources. Any

dispute or difference arising between the Parties with respect to this MoU shall be

settled amicably through mutual consultations and negotiations.

All activities envisaged under this MoU are subject to the domestic laws of Parties in

force.

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Page 3 of 4

- 4.2 This Memorandum of Understanding is a voluntary agreement which enables the Parties to enhance their knowledge and data exchange and expert assessments in order to improve their efficiency in the fulfillment of their respective missions.
- 4.3 This MoU shall come into force on the date of its signatures by the authorized representatives of the Parties. Either Party may terminate the MoU by giving 3 months advance notice in writing to other.

Done at <u>New Decker</u>, on this <u>25</u> day of January, 2016, in two originals in Hindi, French and English languages. In case of any divergence in interpretation, the English text shall prevail.

Signed on 25th January, 2016, in New Delhi

Mr. Gerard LASFARGUES,
Deputy Director General,
FRENCH AGENCY FOR FOOD,
ENVIRONMENTAL AND OCCUPATIONAL
HEALTH & SAFETY

Signed on 25th January, 2016, in New Delhi

Shri Pawan Kumar Agarwal, Chief Executive Officer, FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA