

**STATEMENT OF INTENT  
BETWEEN THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
AND THE  
GOVERNMENT OF JAPAN'S  
NATIONAL INSTITUTE OF TECHNOLOGY AND EVALUATION**

The United States Environmental Protection Agency (EPA) and the Government of Japan's National Institute of Technology and Evaluation (NITE) (hereinafter referred to as the "Participants");

*Aiming* to improve institutional capacity through exchange of information and personnel in the field of chemicals management;

*Building on* existing bilateral agreements and arrangements, including the existing agreement between the governments of the United States of America and of Japan on cooperation in the field of environmental protection, with agreed minutes (signed and entered into force on August 5, 1975);

*Recognizing* the common chemicals management challenges facing both countries and the importance of bilateral cooperation to address these issues;

*Resolving* to build on and benefit from the already strong relationship between the two governments, based on a foundation of similar human health and environmental values and goals;

Have reached the following understandings regarding cooperation:

**Section 1: Objective**

The objective of this Statement of Intent (SOI) is to promote bilateral cooperation, as well as regional or multilateral initiatives, as appropriate, on critical chemicals management issues of mutual interest.

**Section 2: Framework**

Cooperative activities under the SOI are intended to be conducted in accordance with the applicable laws and regulations of the Participants. Any activities that the Participants intend to carry out are subject to the respective internal objectives, functions, policies, and procedures of the Participants.

The Participants intend to conduct cooperative activities under this SOI to promote a climate of open exchange and cooperation on chemicals management issues and on the basis of equality,

reciprocity and mutual benefit.

EPA intends to engage in cooperation under this SOI through its Office of Pollution Prevention and Toxics.

### **Section 3: Areas of Cooperation**

Specific areas of cooperation are intended to be mutually determined by the Participants at appropriate intervals and may include the following areas:

- Exchanging knowledge regarding and gained from the implementation of their respective chemicals regulatory schemes and strategies for strengthening the capacities and efficiencies of those schemes;
- Sharing scientific and practical information, in particular with regard to non-testing approaches and alternative test methods for data gap filling, as well as hazard and exposure assessment of chemical substances;
- Exchanging information and discussing experience gained related to risk identification, risk assessment, and risk management tools and approaches;
- Supporting information exchange on other matters of common interest, including practical guidance or manual development;
- Sharing best practices related to activities to address and inform stakeholders, including the general public, on matters of common interest;
- Other areas as identified by the Participants.

### **Section 4: Forms of Cooperation**

The Participants intend to cooperate at the technical level, including in the exchange of information and personnel, and where appropriate, joint research and collaboration. The Participants intend to cooperate bilaterally and, where appropriate, in regional or multilateral fora, or with third countries.

Cooperation under this SOI may include, but is not limited to:

- Policy and technical dialogues, including through periodic video/teleconferences;
- Transfer or exchange of information that may be disclosed under the laws, regulations, and policies of the respective Governments of the Participants, including materials on programs and approaches established within each Participant's institutional mandates;
- Joint participation and/or organization of symposia, conferences, seminars, workshops, and training courses;
- Study tours and personnel exchanges, including exchange or acceptance of a visiting scholar for mutually-determined periods of time; for example the continued hosting by EPA of visiting scholars from NITE for training purposes;
- Joint publications and cooperative research; and
- Other forms of cooperation as mutually determined by the Participants.

### **Section 5: Implementation**

The Participants may develop a workplan to implement this SOI. The workplan may specify cooperative activities and the provisions under which they are intended to be conducted.

The Participants may encourage and facilitate the engagement and participation of relevant stakeholders such as research organizations, universities, other government agencies, and local communities, as appropriate, in cooperative activities under this SOI as mutually determined by the Participants.

Each Participant intends to designate a principal representative who, at such times as the Participants mutually determine, can meet to review the activities under this SOI and develop proposals for future activities, as appropriate.

### **Section 6: Funding**

The Participants recognize that collaboration under this SOI does not represent a commitment of funds, personnel, or other resources. Additionally, collaboration under this SOI is subject to availability of appropriated funds. Nothing in this SOI obligates NITE or EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations.

The Participants waive any claims of compensation for services rendered in connection with activities carried out in furtherance of this SOI to be submitted by one Participant to the other.

This SOI is subject to EPA policies governing competition for assistance agreements.

Any transactions involving reimbursement or contribution of funds between the Participants to this SOI are intended to be handled in accordance with applicable laws, regulations, and procedures. Such transactions may be the subject of separate written arrangements between the Participants.

### **Section 7: Confidentiality and Intellectual Property**

Each Participant intends that information received under this SOI be handled and disseminated in accordance with applicable confidentiality laws, regulations, and policies. The exchanges of information, including through the exchange of personnel, contemplated in this SOI are not intended to constitute authorization to disclose the information further or use the information for purposes inconsistent with this SOI unless such use or disclosure is required by the receiving Participant's laws.

Furnishing of materials under this SOI is governed by each Participant's applicable intellectual property laws and does not affect the allocation of any intellectual property rights in such materials. As appropriate, the Participants may, in accordance with applicable law, enter into separate arrangements addressing treatment of any intellectual property that is generated in the course of activities under this SOI.

### **Section 8: Modification**

This SOI may be modified by mutual written decision of the Participants. Any modifications are intended to apply on such a date to be determined jointly by the Participants.

**Section 9: Final Provisions**

This SOI is a voluntary arrangement that expresses the good-faith intentions of the Participants, is not legally binding and does not create any contractual obligations. This SOI does not create any right or benefit, substantive or procedural, enforceable by law or equity, against either Participant, their officers or employees, or any other entity or person. This SOI is not an international agreement and does not give rise to international legal rights or obligations.

This SOI is intended to become effective on the date of its signing by both Participants and is expected to continue for a period of five years. This SOI may be extended at any time by mutual written decision of the Participants.

The Participants may review and decide to continue their cooperation at regular intervals. Either Participant may discontinue its cooperation under this SOI at any time, in which case it intends to give the other Participant a written notification of its decision to discontinue this SOI no fewer than ninety (90) days in advance of the intended date of discontinuation.

The discontinuation of this SOI is not intended to affect any programs and activities carried out prior to such discontinuation, unless otherwise determined by the Participants.

Signed in Tokyo and Washington, DC this 18<sup>th</sup> of June 2020, in duplicate, in the English language.

FOR THE NATIONAL INSTITUTE  
OF TECHNOLOGY AND EVALUATION:

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