

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL CONSUMER SERVICE
OF CHILE
AND THE
CONSUMER PRODUCT SAFETY COMMISSION
OF THE UNITED STATES
REGARDING COOPERATION ASSOCIATED
WITH CONSUMER PRODUCT SAFETY MATTERS

ARTICLE I SCOPE

This Memorandum of Understanding (MOU) is a statement of intent between the National Consumer Agency of Chile (SERNAC) and the U.S. Consumer Product Safety Commission (CPSC), hereinafter called "the Participants," that provides a framework through which the Chilean SERNAC and the U.S. CPSC can share expertise, information and other support to improve consumer product safety.

ARTICLE II PURPOSE

The purpose of the MOU is to help reduce the number of deaths and serious injuries associated with some consumer products. This MOU sets forth the working relationship between the SERNAC and the CPSC who intend to work together toward the common goal of improving consumer product safety.

ARTICLE III INFORMATION EXCHANGE

The SERNAC and the CPSC should each designate a contact person who should be responsible for notifying the other contact person on consumer product safety matters of potential mutual interest. Information exchanged on consumer product safety matters may include, but is not limited to, E-mail messages on consumer product recalls and other safety notices. Each Participant should provide to the other Participant, upon request and to the extent practicable, public documents (e.g., periodicals, annual reports, case studies, proposed regulations, statistics, and corrective actions on potentially hazardous products) relating to consumer product safety.

ARTICLE IV COOPERATION TO REDUCE LOSSES FROM HAZARDOUS CONSUMER PRODUCTS

The Participants should cooperate, subject to their respective policies, priorities, and other factors, to help reduce the loss of life and serious injuries associated with specific consumer products. Such cooperation may include, but is not limited to, identification of hazard reduction strategies and exchange of suggestions to lessen these losses.

ARTICLE V OTHER ACTIVITIES

The Participants are to consider, on a case-by-case basis and subject to resources and other limitations, training programs, expert exchanges, and other activities that are considered to be mutually beneficial.

ARTICLE VI PRIORITY TO DOMESTIC POPULATION

The Participants reserve the right to give priority to addressing hazards to the populations they represent while this MOU is in effect.

ARTICLE VII MODIFICATION OF MOU

This MOU can be modified by the Participants in writing by mutual consent.

ARTICLE VIII OTHER LAWS, REGULATIONS, AND INTERNATIONAL AGREEMENTS

This MOU and the intentions of the Participants therein remain subject to all applicable laws and regulations. This MOU does not affect the rights and obligations of the Participants under any existing or future arrangements or MOUs in which the Participants are involved.

ARTICLE IX PERIODIC MOU REVIEW

The Participants should establish a regular review process whereby both Participants may evaluate the implementation of the MOU. The first review should be undertaken on or before the first anniversary date of this MOU.

ARTICLE X LIAISON

Each of the Participants designates a contact person to whom correspondence and communications concerning this MOU should be directed:

For CPSC, correspondence and communication should be addressed to: Director, Office of International Programs and Intergovernmental Affairs, U.S. Consumer Product Safety Commission, 4330 East West Highway, Bethesda, MD, 20814, U.S.A.

For SERNAC, correspondence and communication should be addressed to: Director Nacional, Servicio Nacional del Consumidor - SERNAC , Teatinos N° 120, Piso 11, Santiago de Chile.

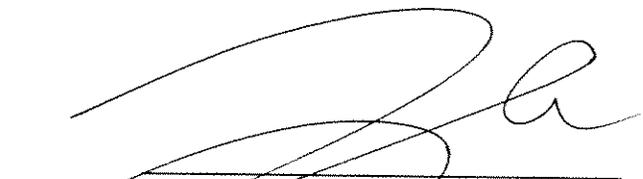
ARTICLE XI EFFECTIVE DATE

This MOU is to become effective on the date of the last signature hereafter, and is expected to be implemented, initially for one year and thereafter from year to year as the Participants see fit. A Participant should endeavor to provide the other Participant at least 30 days notice of its decision to end its participation under the MOU.

Signed at City of Santiago de Chile this 13th day of June, 2005, in two copies, each in the Spanish and English languages.

**JOSE ROA RAMIREZ
NATIONAL DIRECTOR
CHILEAN NATIONAL
CONSUMER AGENCY**

**HAROLD D. STRATTON, Jr.
CHAIRMAN
U.S. CONSUMER PRODUCT
SAFETY COMMISSION**



Signature

13/06/2005

Date



Signature

6/13/05

Date