

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE  
NATIONAL INSTITUTE FOR THE DEFENSE OF COMPETITION AND THE  
PROTECTION OF INTELLECTUAL PROPERTY  
OF PERU**

**AND THE  
CONSUMER PRODUCT SAFETY COMMISSION  
OF THE UNITED STATES OF AMERICA**

**REGARDING COOPERATION ASSOCIATED  
WITH CONSUMER PRODUCT SAFETY MATTERS**

**ARTICLE I: SCOPE**

This Memorandum of Understanding (MOU) is a statement of intent between the National Institute for the Defense of Competition and the Protection of Intellectual Property (INDECOPI) of Peru and the Consumer Product Safety Commission (CPSC) of the United States of America, hereinafter called "the Participants", that provides a framework through which the Peruvian INDECOPI and the U.S. CPSC can share expertise, information and other support to improve consumer product safety.

**ARTICLE II: BACKGROUND**

CPSC is an independent federal regulatory agency formed to protect the public against unreasonable risks of injuries and deaths associated with consumer products. It is charged with implementation of the U.S. Consumer Product Safety Act (CPSA), the U.S. Federal Hazardous Substances Act (FHSA), the U.S. Flammable Fabrics Act (FFA), the U.S. Poison Prevention Packaging Act (PPPA), and the U.S. Refrigerator Safety Act (RSA).

INDECOPI is a Decentralized Public Organism ascribed to the Presidency of the Cabinet of Ministers, according to Law N° 27789, with legal status of Public Right. It is in charge of the application of legal regulations to protect and to promote the free market, free competition, consumer rights and intellectual property rights, in all their manifestations.

**ARTICLE III: 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 INDECOPI and the CPSC who intend to work together toward the common goal of improving consumer product safety. This MOU also sets the objective of preventing infractions related to commercialization of products, which put at risk the health and safety of consumers.

#### **ARTICLE IV: INDECOPI'S ACTIVITIES**

For the fulfillment of the purpose of this MOU, INDECOPI intends:

1. To make available to the CPSC information handled in cases related to consumer product safety, as well as the interpretation criteria applied to cases related to this matter.
2. To send by email or by any means agreed upon by the Participants, the Resolutions that are of interest to the CPSC, related to consumer product safety matters.
3. To facilitate training to CPSC designated officials at INDECOPI in the areas that handle consumer protection issues (Consumer Protection Commission, Technical and Commercial Regulations Commission, Defense of Competition Chamber, Citizens Advisory Services Area).

#### **ARTICLE V: CPSC'S ACTIVITIES**

For the fulfillment of the purpose of this MOU, the CPSC intends:

1. To make available to INDECOPI information known to the CPSC which is related to consumer product safety matters in the U.S. and in other countries.
2. To promote the creation of a dissemination system that allows for information alerts on hazardous products, concluded investigations and consumer product safety matters in the U.S. and in other countries, so that INDECOPI may receive this information.

#### **ARTICLE VI: INFORMATION EXCHANGE**

INDECOPI and the CPSC intend to each designate a contact person who is 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, email messages on consumer product recalls and other safety notices. Each Participant intends to provide to the other Participant, upon request and to the extent practicable, public documents (e.g., annual or periodic reports, case studies, proposed regulations, statistics, and corrective actions on hazardous products) relating to consumer product safety.

## **ARTICLE VII: COOPERATION TO REDUCE HAZARDOUS CONSUMER PRODUCTS**

The Participants intend to 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 VIII: OTHER ACTIVITIES**

The Participants intend 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 IX: 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 X: MODIFICATION OF MOU**

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

## **ARTICLE XI: PERIODIC MOU REVIEW**

The Participants intend to establish a regular review process whereby both Participants may evaluate the implementation of the MOU. It is intended that the first review be undertaken on or before the first anniversary date of this MOU.

## **ARTICLE XII: LIAISON**

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

For CPSC, correspondence and communications 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 INDECOPI, correspondence and communications should be addressed to: Secretario Técnico de la Comisión de Protección al Consumidor, Instituto Nacional de Defensa de la Competencia y de la Protección de la Propiedad Intelectual - INDECOPI, Calle de La Prosa N° 138, San Borja, Lima, Perú.

**ARTICLE XIII: EFFECTIVE DATE**

This MOU is to become effective on the date of signature and is expected to be implemented, initially for one year and thereafter automatically from year to year as the Participants see fit.

Each Participant intends to provide the other Participant at least 30 days notice of its decision to end its participation under the MOU.

Signed at Lima, Peru, on the 21<sup>st</sup> day of March, 2006, in two copies, each in the Spanish and English languages.



SANTIAGO ROCA  
PRESIDENT OF THE BOARD

**INSTITUTE FOR THE DEFENSE OF  
COMPETITION AND THE PROTECTION  
OF INTELLECTUAL PROPERTY OF  
PERU**



HAROLD D. STRATTON, Jr.  
CHAIRMAN

**CONSUMER PRODUCT  
SAFETY COMMISSION OF THE  
UNITED STATES OF AMERICA**