



Memorandum of Understanding for  
co-operative activities between the China  
Chamber of Commerce for Metals, Minerals and  
Chemicals Importers and Exporters (CCCMC)  
and the Organisation for Economic  
Co-operation and Development (OECD)

中国五矿化工进出口商会(CCCMC)  
与经济合作与发展组织 (OECD)  
合作谅解备忘录



中国五矿化工进出口商会  
China Chamber of Commerce of Metals  
Minerals & Chemicals Importers & Exporters





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中国五矿化工进出口商会  
China Chamber of Commerce of Metals  
Minerals & Chemicals Importers & Exporters

CCCMC



## **1. Purpose of the MOU**

This Memorandum of Understanding (MOU) between the China Chamber of Commerce for Metals, Minerals and Chemicals Importers & Exporters (CCC MC) and the Organisation for Economic Co-operation and Development (OECD) (individually referred to as a "Party" and together referred to as the "Parties") sets out the conditions for co-operation to promote the implementation by Chinese companies of responsible business conduct in global mineral supply chains.

Any activities conducted under this MOU are subject to their inclusion in the Parties' respective programmes of work and budgets and to the availability of funds. They shall be carried out in accordance with their respective rules and practices.

## **2. Areas of Co-operation**

The collaboration of the Parties will focus on a number of substantive areas, which will include, but not be limited to:

- responsible business conduct;
- due diligence; and
- responsible mineral supply chains.

## **3. Forms of Co-operation**

The Parties may co-operate by various means, which will include, but not be limited to:

- joint research;
- joint events, such as workshops with major stakeholders in the minerals sector and training events for Chinese industry stakeholders;
- exchange of information on both Chinese and OECD standards on and approaches to responsible mineral supply chains in the extractives industry;
- technical advice based on OECD standards pertaining to responsible business conduct; and
- partnerships with major stakeholders from civil society organisations and industry involved in the implementation of responsible mineral supply chains.

## **4. Contributions of the Parties**

The CCC MC will contribute to the co-operative activities in one or more of the following ways:

- providing the OECD with introductions to, and promoting engagement with, members of the CCC MC active in the minerals supply chain;
- providing input on Chinese-owned industry guides and tools on responsible mineral supply chains, drawing on relevant OECD standards and frameworks;
- raising awareness of the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High Risk Areas and the OECD

- Guidelines for Multinational Enterprises in addition to Chinese-owned industry guides and tools on responsible mineral supply chains; and
- organising and hosting workshops/training events in China.

The OECD will contribute to the co-operative activities in one or more of the following ways:

- introducing and facilitating engagement of the CCCMC and its members to the OECD work and implementation programme on responsible mineral supply chains;
- providing advice and input on Chinese-owned industry guides and tools on responsible mineral supply chains or other sectors within the OECD work on responsible business conduct; and
- participating in joint events such as workshops, training events, seminars on responsible business conduct and/or responsible mineral supply chains targeted at Chinese companies.

Specific joint activities may be reflected in separate written agreements that may be entered into by the Parties under this MOU. The general provisions agreed in the present MOU will apply, except as otherwise agreed by the Parties in such separate agreements.

## **5. Funding**

Each Party shall be responsible for its own costs related to the activities under this MOU. In particular, each Party shall be responsible for the costs of any events that it hosts, as well as all costs related to the participation of its staff in all events.

Both Parties will seek funds from third parties to finance the joint activities under this MOU.

## **6. Intellectual Property**

The Parties recognise the importance of protecting and respecting intellectual property rights. This MOU does not grant the right to use any work created outside the framework of this MOU, of which one Party is the author or holds the intellectual property rights.

Intellectual property rights over any joint work created by the Parties' collaborative activities under the MOU will be jointly held by the Parties. Each of the Parties may use and reproduce this work separately, subject to an appropriate acknowledgement of the other Party's contribution to the work. However, before publication, each Party will confirm in writing with the other Party whether or not the latter wishes to be acknowledged in the relevant Publication. Each Party will seek the written consent of the other before granting any license to a third party. Without prejudice to the above, any joint publication will be subject to a separate written agreement by the Parties.

## **7. Disclosure**

The Parties may disclose to the public this MOU and information with respect to activities carried out under this MOU in accordance with the Parties' relevant policies.

Any sharing of confidential information between the Parties will be subject to their respective policies and procedures relating to the disclosure of confidential information. Each Party will take any action to protect confidential and/or classified information of the other Party.

#### **8. Responsibility**

Each Party will be responsible for its activities and for its staff members, including for their acts and omissions. In particular, a Party will not be liable for any damage or injury to any of the other Party's staff.

Each Party (the "First Party") will hold the other Party and its staff harmless from any claim or damages, however caused, arising in connection with the activities carried out by the First Party or its staff.

#### **9. Duration**

This MOU will come into effect upon signature by both Parties for a period of two (2) years. It may be renewed for further periods subject to a review of the results of the collaborative activities.

#### **10. Termination**

The MOU may be terminated by either Party by providing three months' prior written notice to the other Party.

In such a case, the Parties will agree, as appropriate, on the steps to ensure that the activities initiated under the MOU are brought to a prompt and orderly conclusion.

#### **11. Divergence of Views**

Any divergence of views between the Parties arising out of or relating to this MOU, including interpretation or application of any provision therein, will be settled amicably by the Parties.

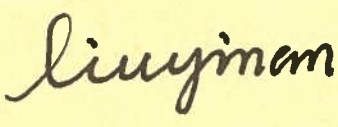
#### **12. Key Points of Contact**

Each Party designates below its representative with overall responsibility for implementing this MOU, including responsibility for formulating work plans for activities to be undertaken pursuant to it:

For CCCMC: Mr. LIU Yinan, Vice Chairman

For the OECD: Mr. Sangkyom KIM, Deputy Director, Directorate for Financial and Enterprise Affairs

Done in Beijing, China, in four original copies, two in the English language and two in the Chinese language. In case of any inconsistency, the English text shall prevail.

China Chamber of Commerce for Metals, Minerals and Chemicals Importers & Exporters	Organisation for Economic Co-operation and Development
Mr. LIU Yanan, Vice Chairman	Mr. Sangkyom KIM Deputy Director, Directorate for Financial and Enterprise Affairs
Date 2014. 10. 24 日	Date 24/OCT/2014
Signature 	Signature 