

JAMP Supply Chain Partnership (SC Partnership)

Basic Guidelines

Preface

This document serves as a guideline representing the basic concept of “JAMP Supply Chain Partnership (hereinafter referred to as “SC Partnership”).

With JAMP’s aim to establish “the infrastructure which ensures smooth transmission and receipt of reliable information on chemical substances to be shared in the entire supply chain”, SC Partnership was drafted, reviewed and laid down by The Planning and Reviewing Committee of Transmitting and Managing the Fair Information on Chemical Substances to be the Code of Conduct which should be observed by the supply chain participants.

The supply chain in this document is defined as a series of business activities such as development, procurement, manufacturing, distribution and sales, connecting from raw material suppliers to consumers in the primary distribution stage.

SC Partnership is the code of conduct which shall be followed by the organization using or trying to use JAMP MSDSplus (Material Safety Data Sheet plus) and/or JAMP AIS (Article Information Sheet) appropriately when the organization transmits or receives information on contained chemical substances through the supply chain. The objective of SC Partnership is to enhance mutual trust of the organizations in the supply chain. This Code of Conduct consists of rules and other documents enacted by JAMP and when the necessity arises, this Code of Conduct shall be added into specific articles or rules with more concrete compliance rules. When the organization using JAMP MSDSplus and/or JAMP AIS wishes to register as a JAMP member or a GP member (Global Portal member), the organization is required to agree upon and observe this Code of Conduct.

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Revision History

Revision No.	Date	Article	Contents	
00	2009-02-10	—	Ver. 1.0 Enacting new articles	
01				

Chapter 1: The Objective of JAMP SC (Supply Chain) Partnership

1.1 Objective

The objective of JAMP SC Partnership is to enhance mutual trust in the supply chain for the sake of the infrastructure ensuring smooth transmission and receipt of reliable information on chemical substances which shall be shared in the entire supply chain.

1.2 Application

SC Partnership is applied when the organization uses JAMP MSDSplus and/or JAMP AIS for distributing the information in the supply chain.

“Organization” in this Guideline is the general term referring to enterprises, companies, corporations, firms, associations or bodies.

1.3 Assent to SC Partnership

The organization which is agreeable to SC Partnership is recommended to represent its position of assent to the external organizations by means of (1) registering to be a JAMP member, (2) registering to be a GP member or by other means

Chapter 2: Framework and Features of SC Partnership

2.1 Assent / Registration

(1) Any organization which is agreeable to the conditions stated underneath is entitled to represent its assent to SC Partnership

① Principally, the organization shall attempt by all means to use JAMP MSDSplus and/or JAMP AIS for transmitting or receiving the information on contained chemical substances.

② The organization shall endeavor to observe the SC Partnership Code of Conduct by all means upon its assent to the aforementioned code under its voluntarily judgment.

③ The organization shall be capable of understanding the Chemical Substances Management Guideline and able to collect and manage the required information.

④ The organization shall be capable of preparing JAMP MSDSplus and/or JAMP AIS

(2) Registration

In the event that the organization applies for JAMP membership or GP membership, firstly it shall have to be agreeable to the Code of Conduct stipulated in the SC Partnership Basic Guidelines. The registration procedures shall be followed in accordance with respective rules.

2.2 Features

(1) JAMP discloses JAMP-member registered organizations publicly in JAMP website and GP-member registered organizations in JAMP Information Centre website respectively. The organization which is disclosed in JAMP website is entitled to announce publicly its assent to SC Partnership through JAMP website.

(2) JAMP member or GP member who has agreed to SC Partnership shall observe the

Code of Conduct stipulated in Chapter 3 herein and act accordingly for providing and receiving the information.

- (3) In the event that any problem arises between JAMP members or GP members with respect to transmission and receipt of information (violation of the Code of Conduct, suspicious information contents and so on), JAMP shall endeavor to settle the problem amicably along with the parties concerned.
- (4) JAMP shall provide necessary information to both JAMP and GP members for them to observe the Code of Conduct.

2.3 The Effect of Assent to SC Partnership

It is well expected that dissemination of assent to SC Partnership shall bring the following effects.

- (1) By using JAMP MSDSplus and/or JAMP AIS, transmission and receipt of information can be carried out smoothly among the organizations agreeable to SC Partnership, which consequently benefits both the information provider and the receiver for manpower saving.
- (2) Since the organization registered as a JAMP member or a GP member is publicly announced in JAMP website about its assent to SC Partnership, JAMP MSDSplus and/or JAMP AIS issued and provided by such an organization is considered to contain highly reliable information.

Chapter 3: The Code of Conduct stipulated under JAMP SC Partnership

The organization which is agreeable to SC Partnership shall endeavor to use JAMP MSDSplus and/or JAMP AIS as the base to transmit or receive the information on contained chemical substances for the purpose of achieving the fair information preparation and smooth distribution. Concurrently, following three rules shall be abided.

(1) The Rules of Using Tool

The organization which is agreeable to SC Partnership shall obey ;

- ① The tool shall be used to collect only required information out of the one on chemical substances contained in parts, preparation and raw materials.
(The organization should not request excessive analysis data without any reasonable grounds)
- ② The organization shall understand as much as possible about composition / chemical change of substances contained in parts, preparation and raw material in its own manufacturing process.
- ③ When the organization prepares or provides JAMP MSDSplus and/or JAMP AIS;
 - a. firstly the organization shall understand fully on Chemical Substance Management Guideline established by JAMP and set up the management system. Then, it shall obtain its capability to prepare JAMP MSDSplus/JAMP AIS.
 - b. the organization shall not conceal any information which it has come to know or shall not intentionally provide false information. The organization shall not manipulate the format of JAMP MSDSplus and/or JAMP AIS.

- c. the organization shall maintain and improve its capability of preparing JAMP MSDSplus and/or JAMP AIS by participating to the seminar organized by JAMP or based on the latest information provided by JAMP
- ④ When the organization receives JAMP MSDSplus and/or JAMP AIS ;
- d. the organization shall not request the other party to provide false information or manipulate the format of JAMP MSDSplus and/or JAMP AIS.
- e. the organization shall not request any unnecessary information on chemical analysis or quantitative analysis (without exhibiting reasonable grounds)
- f. in case that information provided in JAMP MSDSplus and/or JAMP AIS is not sufficient, any supplementary information shall be requested under the separate arrangement or agreement between the parties concerned

<Tools supplied by JAMP >

JAMP MSDSplus Format / JAMP MSDSplus Input Supporting Tool

JAMP AIS Format / JAMP AIS Input Supporting Tool

JAMP AIS Integration /Simplification Tool

(2) The Rules of Reliability

The organization which is agreeable to SC Partnership;

- ① shall familiarize itself internally with the Code of Conduct stated in this guideline as well as items which have been decided by the organization itself to obey the Code of Conduct and shall endeavor to prepare and to distribute fair information.
- ② shall endeavor to detect any error which might occur during the preparation of JAMP MSDSplus and/or JAMP AIS and to prevent outflow of false information
- ③ shall conduct sufficient dialogue with suppliers to ensure preparation and distribution of fair information.

(3) The Rules of Swiftness

In the event that the information which has already been provided needs to be updated, the organization agreeable to SC Partnership shall voluntarily and “swiftly” update and transmit the information.

The definition of “Swiftness” in this guideline is equivalent to the legal term of “without any delay”, which means “not lingeringly and admittedly within a fair time according to the business common sense”

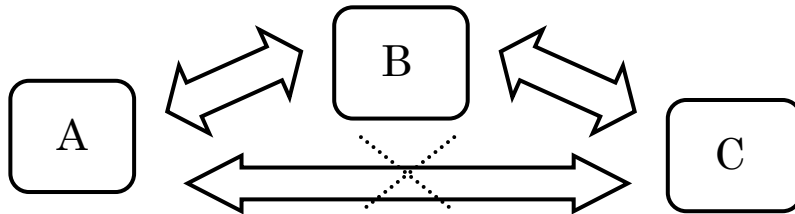
Note: The implication of “admittedly within a fair time”

Starting from the time when the organization recognizes the updated important information relating to the organization or the trend of laws and regulations, which concerns the organization to update the information of its own product, it should be targetedly within one month that the organization voluntarily provides the newly updated information.

<Supplementary Explanation on Transmission and Receipt of Information >

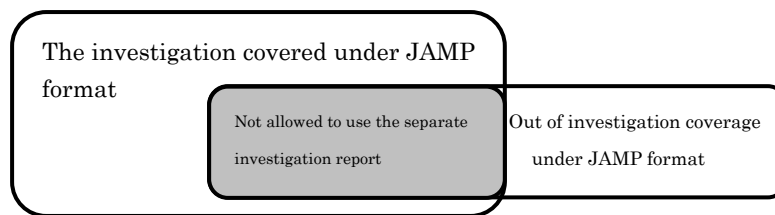
~ Information distribution among a few organizations ~

【the information distributed from the organization “A” (upstream) to “C” (downstream) through “B” (midstream)】



In Principle, the organization “A” shall not transmit or receive any information directly to or from the organization “C”. In case the organization “A” has no alternative but to contact the organization “C” directly to provide or receive information for some special reason, the organization “A” shall do so only upon approval of the organization “B”.

~ The Scope of Investigation ~



In the event that the information which is not covered by JAMP MSDSplus and/or JAMP AIS is required to transmit or receive between the organizations A and B or the organizations between B and C, the organization shall add the separate investigation report to contain only such uncovered information whilst using JAMP MSDSplus and/or JAMP AIS.

Chapter 4: Procedures

Hereinafter states the outline of JAMP member or GP member registration, which is a means to represent the organization’s assent to SC Partnership.

4.1 Registration Procedure

For the registration of JAMP membership or GP membership, the organization shall follow the registration process stated in the respective rules upon its assent to the Code of Conduct stated in SC Partnership Basic Guidelines.

4.2 Registration and Public Announcement

The organization which has completed JAMP-member registration process shall be announced publicly in JAMP website, whereas the organization which has completed GP-member registration process shall be announced publicly in JAMP Information Centre website

4.3 Forfeiture of Membership and Re-Registration

- (1) In the event that a JAMP member or a GP member is proven to have violated any of the Code of Conduct and the articles which are added into the respective rules for the purpose of observing the Code of Conduct, JAMP may forfeit its membership. The membership-forfeiture process is stated in details in respective rules.
- (2) The organization whose membership has been forfeited proves to correct the aforementioned problem, it is entitled to re-apply for the membership. The re-registration process is stated in details in the respective rules.

4.4 Other Necessary Matters

Renewal, fees, resignation and other necessary matters are stated in respective rules.

Chapter 5: Operational Notes

- (1) It shall be a voluntary will of the organization to agree to or to register to SC Partnership. Therefore, the organization shall never force the other party to agree to or to register to SC Partnership.
- (2) The organization shall never treat the other party unfairly in its business deal for the reason that the other party is not agreeable to or registered to SC Partnership.

Chapter 6: Liability Disclaimer

SC Partnership is aimed at enhancing mutual trust among the organizations in the supply chain and consequently highly reliable information to be distributed smoothly. JAMP shall make its fullest efforts to achieve its objective, however, SC Partnership is not to guarantee the accuracy of each distributed information. Therefore, JAMP is not liable for any loss and damage incurred by any of the information which has been distributed among the organizations.