

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ASSOCIATION OF SOUTHEAST ASIAN NATIONS
AND
THE GOVERNMENT OF
THE PEOPLE'S REPUBLIC OF CHINA
ON
STRENGTHENING SANITARY AND PHYTOSANITARY
COOPERATION**

The Governments of the Member Countries of the Association of Southeast Asian Nations (ASEAN) and the Government of the People's Republic of China, hereinafter singly referred to as "Party" and collectively referred to as "the Parties",

RECOGNISING that further cooperation among the Parties in the application of sanitary and phytosanitary (SPS) measures has important significance in safeguarding human, animal and plant health and facilitating and promoting regional trade, towards the effective and successful implementation of the Free Trade Agreements between ASEAN and the People's Republic of China;

DESIRING to further promote the cooperation between relevant Parties in implementation of *Agreement on the Application of Sanitary and Phytosanitary Measures* (SPS Agreement) of the World Trade Organisation (WTO);

WISHING to further strengthen the strategic partnership established between ASEAN and the People's Republic of China;

HAVE reached the following understanding:

ARTICLE I OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each country, will strengthen cooperation in the application of SPS measures on the basis of equality, mutual benefit and mutual respect, in order to ensure that imported and exported food, agricultural and other related products between ASEAN and China conform to requirements of safety, hygiene, health, the protection of the life and health of human beings, animals and plants, the protection of the interests of consumers, and the promotion of regional trade, in line with the principles of the WTO SPS Agreement.

ARTICLE II AREAS OF COOPERATION

1. Taking into account the existing implementation system of the WTO SPS Agreement and subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each country, the Parties, in order to strengthen cooperation and consultation mechanism between them, relating to SPS measures, endeavour to cooperate on the following areas:

- a) Establish an efficient system of information notification and communication;
- b) Conduct exchange visits of relevant personnel of the Parties;
- c) Conduct training courses, seminars and other similar activities based on the needs and capabilities of the Parties, and in consideration of narrowing the development gap within ASEAN; and

- d) Conduct collaborative research in areas of mutual interest within the scope of this Memorandum of Understanding.

2. Information to be notified or communicated through the system established in accordance with paragraph 1 (a) may include, but is not limited to:

- a) relevant laws, regulations, rules and standards of the Parties related to the implementation of SPS measures;
- b) pests, diseases, poisonous and hazardous substances of concern to Parties;
- c) risk assessment procedures and methodologies of inspection and quarantine for food, animals and plants, and their products; and
- d) the implementation of the WTO SPS Agreement and related emerging issues by the relevant Parties.

3. This Memorandum of Understanding will not affect other agreements between ASEAN or any Member Country and the People's Republic of China nor restrain any Member Countries from entering into other cooperation agreements on SPS with the People's Republic of China.

ARTICLE III IMPLEMENTATION

1. In order to implement this Memorandum of Understanding effectively, the Parties will establish a regular consultation mechanism.

2. One ministerial level meeting will be held at least once in every two years, and as the need arises, to review the implementation of this Memorandum of Understanding. The

meetings will be hosted and chaired alternately by ASEAN and the People's Republic of China.

3. In order to strengthen communication and cooperation, the Parties may establish technical working groups to study and consult on specific issues as and when required.

4. The contact points designated for the purposes of coordinating implementation and exchange of information under this Memorandum of Understanding are set out in **Schedule A** annexed to this Memorandum.

ARTICLE IV FINANCIAL ARRANGEMENTS

The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this Memorandum of Understanding shall be mutually agreed upon by the respective Parties on a case-by-case basis subject to the availability of funds.

ARTICLE V PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. Intellectual property rights resulting from any research and development carried out by the Parties pursuant to this Memorandum of Understanding shall be protected by the Parties in conformity with their respective national laws and regulations. Each Party reaffirms the provisions of international agreements relating to intellectual property to which it is a party.

2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of such Party.

3. When the Parties carry out any activity pursuant to this Memorandum of Understanding, each Party shall consult each other on intellectual property issues that may arise in connection with the said activity.

4. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development carried out jointly by the Parties or research results obtained through the joint activity effort of the Parties pursuant to this Memorandum of Understanding, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon.

ARTICLE VI CONFIDENTIALITY

1. Each Party undertakes to observe the confidentiality and secrecy of documents and information received from or supplied by any other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.

2. The Parties agree that the provisions of this Article shall continue to be binding between them notwithstanding the termination of this Memorandum of Understanding.

ARTICLE VII SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Parties through diplomatic channels.

ARTICLE VIII
REVISION, AMENDMENTS AND MODIFICATION

1. Any of the Parties may request in writing a revision, modification or amendment of all or part of this Memorandum of Understanding.
2. Any revision, modification or amendment agreed to by the Parties shall form part of this Memorandum of Understanding.
3. Such revision, modification or amendment shall be made in writing and come into force on such date as may be determined by the Parties.
4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE IX
SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of the provisions of this Memorandum of Understanding shall be settled amicably through consultations and/or negotiations between the Parties.

ARTICLE X
FINAL PROVISIONS

1. This Memorandum of Understanding will come into effect on the date of signing and will be valid for a period of five (5) years. Thereafter it will be automatically renewed for additional one (1) year periods unless sooner terminated by written notice by either ASEAN or the People's Republic of

China, six (6) months prior to the intended date of termination.

2. The termination of this Memorandum of Understanding will not affect the implementation of ongoing programmes, or programmes which have been agreed upon prior to the date of termination of the Memorandum of Understanding.

3. For the ASEAN Member Countries, this Memorandum of Understanding shall be deposited with the Secretary-General of ASEAN, who shall promptly furnish a certified copy thereof, to each Member Country.

IN WITNESS WHEREOF, the undersigned, being duly authorised by the respective governments of the ASEAN Member Countries and the People's Republic of China, have signed this Memorandum of Understanding.

Done at Singapore, on this Twentieth Day of November in the Year Two Thousand and Seven in two original copies, one in the English Language and one in the Chinese Language, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

Schedule A

The contact points designated for implementation and exchange of
information

Contact point details	Engagement / Role
1. Brunei Darussalam Director Department of Agriculture Ministry of Industry and Primary Resources Jalan Airport Lama, Berakas Bandar Seri Begawan BB 3510 Brunei Darussalam Tel : +673 2388000 Fax : +673 2382226 Email : info@agriculture.gov.bn; jpthea@brunet.bn	National Implementation Authority and National Coordinating Agency
2. Cambodia Deputy Director General Ministry of Agriculture, Forestry & Fisheries #200 Preas Norodom Boulevar, Phnom Penh Cambodia Tel: +855-12-616167 Fax: +855-23-217320 Email: PSU_ASDP@online.com.kh	National Implementation Authority
3. Indonesia Director General Agricultural Quarantine Agency of Indonesia Ministry of Agriculture Jl. Harsono RM No.3, Ragunan Jakarta Selatan Tel: +6221 781-6481, 7816484 Fax: +6221 781-6483	National Implementation Authority

4. Lao PDR Deputy Director General Department of Planning Ministry of Agriculture and Forestry Lane Xang Avenue, Patuxay Square POBox: 811, Vientiane Lao PDR Tel: + 856 21 41 5358 Fax: +856 21 41 2343 email: pppravongviengkham@yahoo.com	National Implementation Authority
5. Malaysia Secretary General Ministry of Agriculture and Agro-based Industry Wisma Tani No. 28 Persiaran Perdana Precinct 4 62624 Putrajaya MALAYSIA Tel : 603 8870 1014 Fax : 603 8888 0181	National Implementation Authority
6. Myanmar Head Plant Protection Division Myanmar Agriculture Service Ministry of Agriculture and Irrigation Insein-Gyogon, Yangon Tel: +951 644214 Fax: +951 644119	National Implementation Authority
7. Philippines Office of the Director Policy Research Service Department of Agriculture Elliptical Road, Diliman Quezon City Tel: +632- 926-7439/ 928-8741 to 49 loc. 2317/2318 Fax: +632- 928-0590 email: epad.polreser@lycos.com	National Implementation Authority

8. Singapore Director Food and Veterinary Administration Agri-Food & Veterinary Authority of Singapore 5 Maxwell Road, #04-00 Tower Block, MND Complex Singapore 069110 Fax: +65-62206068 Email: AVA_Email@ava.gov.sg	National Implementation Authority
9. Thailand Secretary General National Bureau of Agricultural Commodity and Food Standards Ministry of Agriculture and Cooperatives Phaholyothin Road, Chatujak Bangkok 10900, Thailand Tel: +66 2 2831600 Fax: +66 2 6298989-9	National Implementation Authority
10. Vietnam Deputy Director General International Cooperation Department, Ministry of Agriculture and Rural Development of Vietnam Tel: +844-8437450/8434683; Fax: +844-7330752; Email: dunght.htqt@mard.gov.vn; icdmard@fpt.vn	National Implementation Authority
11. China Director General Department of International Cooperation The General Administration of Quality Supervision, Inspection and Quarantine of the People's Republic of China (AQSIQ) No. 9 Madiandonglu, Haidian District, Beijing P.R.C. 100088 Tel: +8610-82262172 Fax: +8610-82260216	National Implementation Authority

12. ASEAN Secretariat Head Natural Resources Unit Bureau for Economic Integration and Finance ASEAN Secretariat 70 A Jl. Sisingamangaraja Jakarta 12110 Indonesia Tel: +6221 7243372 Fax: +6221 7243504	Coordinating Agency
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