

Memorandum of Understanding
Between
the Association of Southeast Asian Nations (ASEAN) Secretariat
and
the Ministry of Agriculture of the People's Republic of China
on Agricultural Cooperation

The ASEAN Secretariat, acting for and on behalf of the Member States of ASEAN, and the Ministry of Agriculture of the People's Republic of China, (hereinafter referred to as "the Participants");

DESIRING to further promote the close and friendly relations existing between the ASEAN Member States and China;

RECOGNISING the contribution of agriculture and forestry to economic and social development and the benefits to be derived by the Participants from extensive and close technical cooperation in these fields;

Have reached an understanding on the following:

Article I

Objectives

The Participants shall conduct cooperation in agricultural and forestry in compliance with the laws and regulations of their respective countries.

Article II

Areas of Cooperation

The Participants shall conduct agricultural and forestry cooperation in the following:

1. In the field of agriculture, China will carry out training courses on hybrid rice, cultivation skills, fertilizer and water management, IPM and other areas of mutual interest for about 100 specialists from the ASEAN Member States, and send 40 specialists to the ASEAN Member States to provide short-term technical services;
2. In the field of fisheries and aquaculture, China will train around 150 aquaculture specialists from the ASEAN Member States in batches;
3. In the field of bio-technology application in agriculture, China will conduct 2 – 3 training courses for the ASEAN Member States;
4. China will present a number of farm products and farm machinery to the ASEAN Member States, and will hold 2 – 3 training courses for the ASEAN Member States on farm machinery;
5. In the field of agro-industry, China will hold several training courses for about 50 specialists from the ASEAN Member States, and will send about 20 experts to the ASEAN Member States to provide short-term services;
6. In the field of agricultural extension, China will hold 2 – 3 training courses for the ASEAN Member States;
7. In the field of livestock, China will hold 2 – 3 training courses, especially on

- dairy cattle and swine production, for the ASEAN Member States; and
8. The Participants will jointly identify co-operation in other fields of mutual interest such as advanced technology in agriculture, forestry, post-harvest technology, and food security.

Article III

Implementation

1. The Parties agree that the executing agencies for the implementation of this Memorandum of Understanding are:
 - the ASEAN Secretariat for the ASEAN Member States; and
 - the Ministry of Agriculture PRC for the People's Republic of China.
2. The Parties agree that project formulation, implementation, monitoring and evaluation shall be carried out through existing ASEAN – China Agricultural Committees or bilateral discussions, if there are no existing liaison bodies. The ASEAN Secretariat and China will examine and appraise the activities undertaken at regular intervals.

Article IV

Financial Arrangements

1. In conducting activities related to this Memorandum of Understanding, the Chinese side will cover all the expenses of international travel, salaries and daily subsistence allowance for the specialists sent by China, while the receiving Participant will provide accommodation, local transportation, office and related facilities; regarding specialists sent by the ASEAN Member States to China for the cooperative research or training programmes, the Chinese side will cover the expenses of their international travel, local travel in China, accommodation, and subsistence allowance, while the sending Participant will cover their salaries.

2. The activities mentioned in this Memorandum of Understanding shall be conducted subject to the availability of funds and personnel of the Participants.

Article V

Protection of Intellectual Property

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws and regulations of the Participants and with the international agreements to which both the ASEAN Member States and China are parties to.
2. The usage of the names, logo and/or official emblem of any of the Participants on any publication, document and/or paper is prohibited without prior written approval by the Participants concerned.

Article VI

Confidentiality

1. The Participants shall not disclose or distribute any confidential information, document, data received or supplied to the other in the course of the implementation of this Memorandum of Understanding to any third party except to the extent as authorized in writing to do so by the Participants concerned.
2. In the event of termination of this Memorandum of Understanding, the Participants agree that the provisions of this Article shall continue to apply.

Article VII

Revision, Amendment and Modification

The Parties may revise, amend or modify all or part of the Memorandum of Understanding by any mutual consent in writing. Such revision, amendment or

modification, if mutually agreed upon, shall come into force on such date as determined and shall not have retrospective effect.

Article VIII

Suspension

Each Participant reserves the right, for reasons of security, public order or public health, to suspend temporarily, either in whole or in part, the implementation of the Memorandum of Understanding, of which suspension shall be effective thirty (30) days or immediately after notification has given to the other party through diplomatic channels.

Article IX

Settlement of Dispute

Any dispute or differences arising out of the interpretation/ implementation/ application of the provisions of this Memorandum of Understanding shall be settled amicably through consultation/negotiations between the Parties without reference to any third party of any international tribunal.

Article X

Entry Into Force, Duration and Termination

1. This Memorandum of Understanding shall enter into force on the date of its signing and shall remain in force for a period of 5 years from 2002-2006. Thereafter, it may be extended for additional periods subject to availability of funds and agreement of the Participants, such agreement to be evidenced by way of exchange of letters.
2. The termination of this Memorandum of Understanding shall not affect the implementation of on-going activities/programmes which have been agreed upon prior to the date of the termination of this Memorandum of Understanding.

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

Done in Phnom Penh, Cambodia, on 2 November 2002, in duplicate.