



**MEMORANDUM OF UNDERSTANDING BETWEEN THE
GOVERNMENTS OF THE MEMBER STATES OF THE
ASSOCIATION OF SOUTHEAST ASIAN NATIONS AND THE
GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
ON FOOD AND AGRICULTURE COOPERATION**

The Governments of Brunei Darussalam, the Kingdom of Cambodia, the Republic of Indonesia, the Lao People's Democratic Republic, Malaysia, the Republic of the Union of Myanmar, the Republic of the Philippines, the Republic of Singapore, the Kingdom of Thailand and the Socialist Republic of Viet Nam, Member States of the Association of Southeast Asian Nations (ASEAN) (hereinafter singularly referred to as "ASEAN Member State" or collectively as "ASEAN Member States") and the Government of the People's Republic of China (hereinafter referred to as "China") (hereinafter China and the ASEAN Member States are singularly referred to as a "Party" or collectively as "Parties");

RECOGNISING the critical role of food and agriculture in ensuring regional and global food security, promoting inclusive economic development, social stability and sustainable utilisation of resources;

RECALLING the pragmatic cooperation carried out and the close friendly cooperative relations developed by the Parties since 2002;

CONSIDERING the "Belt and Road Initiative" and the "ASEAN Community Vision 2025" as providing guidelines for food and agriculture cooperation between the Parties;

NOTING that the "Vision and Strategic Plan for ASEAN Cooperation in Food, Agriculture and Forestry (2016-2025)" has identified the development goals and the direction of

strategic actions in food and agriculture for ASEAN, where China is willing to offer support within its capacity;

CONSIDERING it necessary to specify the direction and priorities of cooperation in food and agriculture between the Parties under the new situation;

HAVE reached the following understanding:

Article I General Principles and Objectives

1. The Parties, subject to the terms of the Memorandum of Understanding (hereinafter referred to as "this MOU") and the national laws, rules, regulations and policies in force in each Party, agree on a voluntary, equal, mutually beneficial and non-legally binding basis to strengthen cooperation. Such cooperation will be contingent upon the availability of financial, technological and human resources in each Party.
2. The objectives of this MOU are to further strengthen the exchange and cooperation between the Parties, promote the sustainable development of regional agriculture, enhance the competitiveness of agricultural products and ensure food safety and security of the region.
3. This MOU will not impede the execution of other multilateral or bilateral MOUs or agreements on cooperation in food and agriculture of the Parties.

Article II Areas of Cooperation

The Parties will strengthen cooperation in the following areas:

- i. Promote green development and innovative farming systems in agriculture and rural areas for sustainable

utilisation of agricultural resources and increased agricultural productivity of each Party and the whole region;

- ii. Strengthen cooperation in aquaculture development and in fisheries management;
- iii. Collaborate research and share of agricultural and fishery market, policy, trade regulation and information;
- iv. Strengthen experience exchange, knowledge sharing and capacity building and facilitate the application and extension of research results for better performance in agricultural production adapted to climate change, less loss and waste of food and in prevention and mitigation of natural disasters;
- v. Enhance the application and extension of information and communication technologies (ICT) in food and agriculture sectors;
- vi. Encourage the participation of small agricultural and fishery producers and small and medium enterprises, strengthen international cooperation to support agricultural, fishery and food enterprises, especially enhance manager's governance capacity of agricultural, fishery and food enterprises and promote integration of primary, secondary and tertiary industries in rural areas to facilitate the development of agricultural and fishery value chain taking into consideration agriculture's economic, ecological, social and cultural values;
- vii. Enhance agricultural and fishery products quality and food safety, strengthen cooperation in standards-setting activities including accreditation and knowledge sharing in the development of agricultural and fishery product brands;

- viii. Encourage and support closer cooperation in agricultural and fishery research, investment and trade among research institutes, the private sector and local governments by exploring the potential of establishing agricultural and fishery industrial and demonstration parks;
- ix. Promote the development of farmers, agricultural and fishery cooperatives and other entities;
- x. Encourage the development of farmers to apply new advanced technologies to agricultural and fishery production to adapt global climate change;
- xi. Fortify policy communication and coordination through such dialogue platforms as the China-ASEAN Agricultural Cooperation Forum;
- xii. Intensify exchange and cooperation in food, agriculture and fishery under such regional cooperation frameworks as the ASEAN Plus Three Cooperation (APT), Greater Mekong Sub-region Economic Cooperation (GMS) and Lancang-Mekong Cooperation (LMC); and
- xiii. Other cooperation areas in food, agriculture and fishery agreed by the Parties.

Article III Implementation

- 1. The Parties agree to designate relevant institutions as the bodies to implement and coordinate this MOU.
- 2. The ASEAN Secretariat will support the implementation of this MOU and provide necessary coordination as requested by the Parties.

3. The implementation of each project or activity under this MOU will be carried out through an implementing arrangement to be agreed upon by the Parties concerned. In case of any inconsistency between the provisions of the implementing arrangement and this MOU, the provisions of this MOU will prevail.

4. The development of a cooperation work plan including its coordination, monitoring and review of the cooperation activities between the Parties will be done by the ASEAN Senior Officials Meeting for the ASEAN Ministers on Agriculture and Forestry (SOM-AMAF) and the Ministry of Agriculture and Rural Affairs of China with support and coordination by the ASEAN Secretariat.

Article IV Financial Arrangement

1. In conducting the projects or activities under this MOU, the financial arrangements, including the amount and the form, will be mutually discussed and agreed by the Parties concerned on a case-by-case basis subject to their respective budget.

2. China will support the projects or activities under this MOU based on its annual funding budget.

Article V Protection of Intellectual Property

1. The protection of intellectual property rights will be enforced in conformity with the respective national laws and regulations of the Parties and with the international agreements relating to the protection of intellectual property to which both the concerned Party are parties to.

2. The usage of the names, logo and/or official emblem of any Party on any publication, document and/or paper is prohibited without prior written approval by the Parties concerned.

3. Notwithstanding paragraph 1, the intellectual property rights in respect of any technological development, products and services development carried out:

- i. jointly by the Parties or the research results obtained in such joint development activities, will be jointly owned by the Parties concerned in accordance with the terms to be mutually agreed upon;
- ii. solely and separately by any Party or the research results obtained solely and separately in such development activities, will be solely owned by the Party concerned.

Article VI Confidentiality

1. The Parties will undertake to observe the confidentiality and secrecy of any documents, confidential information, document, data received from or supplied to the other Party in the course of the implementation of this MOU and any other agreements made pursuant to this MOU to any third party except to the extent as authorised in writing to do so by the Parties concerned.

2. The Parties agree that Article VI of this MOU will remain valid notwithstanding the expiration or termination of this MOU.

Article VII

Revision, Amendment and Modification

1. Any Party may request, in writing, a revision, amendment or modification for all or any part of this MOU.
2. Any revision, amendment or modification will be mutually agreed to by the Parties and made in writing and will form an integral part of this MOU.
3. Such revision, amendment or modification will come into effect on such date as may be determined by the Parties.
4. Any revision, amendment or modification will not prejudice the rights and obligations arising or otherwise imposing on the Parties prior to the effective date of such revision, amendment or modification.

Article VIII

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 MOU. In such an event, the suspension will, subject to the notification of the requested Party, be effective either immediately or forty-five (45) days after the notification has been given to the other Parties.

Article IX

Settlement of Dispute

Any dispute or differences arising out of the interpretation, implementation or application of the provisions of this MOU will be settled amicably through diplomatic channels such as consultation or negotiations between the Parties without reference to any international tribunal or any other third party.

Article X
Effective Date, Duration and Termination

1. This MOU will come into effect on the date of its signature by the Parties and will remain applicable for a period of five (5) years.
2. This MOU may be extended for another period of five (5) years with the mutual agreement in writing by the Parties before the expiration of the MOU.
3. Notwithstanding paragraph 2, this MOU may be terminated at any time by any Party by giving at least six (6) months' written notice to the other Parties.
4. The termination of this MOU will not affect the implementation of programmes or activities that were agreed upon prior to the date of the termination of this MOU.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by the Parties have signed this MOU.

DONE at Ha Noi, Viet Nam, this Twelfth Day of October in the Year Two Thousand and Eighteen, in two original copies in the English and Chinese Languages, both texts being equally authentic. In the event of a dispute, the English text shall prevail.