

**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 as Members States of the Association of Southeast Asian Nations (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 the ASEAN Member States and China are singularly referred to as a "Party" and collectively as "Parties");

CONSIDERING food and agriculture cooperation as an important factor for the realisation and development of the ASEAN Community comprising of the ASEAN Political-Security Community, the ASEAN Economic Community and the ASEAN Socio-Cultural Community;

DESIRING to promote the close and friendly relations existing between the Parties ;

DESIRING to further promote cooperation between the Parties in the field of food, and agriculture based on the principles of equality, mutual benefits, mutual respect and mutual understanding between the Parties;

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

PURSUANT to the prevailing laws and regulations of the respective Parties;

HAVE reached an understanding on the following:

Article I Objectives

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 country, agree on a voluntary, non-legally binding basis to strengthen cooperation on capacity development, research and development, and technology transfer in food and agriculture sectors as well as food security between the Parties.

Article II Areas of Cooperation

The Parties shall cooperate on the following areas:

- i. Food security, food safety, agricultural post-harvest, and processing;
- ii. Capacity development in crops, livestock, fisheries, aquaculture and sericulture;
- iii. Biotechnology in agriculture;
- iv. Farm mechanisation and machinery;
- v. Agricultural extension and technology transfer training and extension;
- vi. Animal and plant disease surveillance, control and prevention;
- vii. Agricultural cooperatives development in administration and business management; and
- viii. Other areas of cooperation as mutually agreed by the Parties.

Article III Implementation

1. The implementation of each project or activity under this MOU shall be carried out through an implementing arrangement to be agreed upon by the Parties. In cases of any inconsistency between the provisions of the implementing arrangement and this MOU, the provisions of this MOU shall prevail.
2. The development of a cooperation work-plan including its coordination, monitoring and review of the cooperation activities between the Parties shall be done by the ASEAN Senior Officials Meeting for the ASEAN Ministers on Agriculture and Forestry (SOM-AMAF) and the Ministry of Agriculture of the People's Republic of China with support and coordination by the ASEAN Secretariat.
3. Any facility granted by each Party for the purpose of the implementation of this MOU, such as, but not limited to the entry into and exit from the territories of personnel and commodities of the Parties directly engaged in the activities under this MOU, and the exemption of taxes and customs duties, shall be in accordance with the prevailing laws and regulations of the concerned Party.

Article IV Financial Arrangement

1. In conducting training activities under this MOU, China will, as appropriate, cover the expenses for participants, including international airfare, accommodation, local transportation, allowances for minor expenses and training cost.
2. In conducting any other activities, the financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this MOU shall be mutually agreed upon by the respective Parties on a case-by-case basis subject to availability of funds and personnel.

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 Parties and with the international agreements relating to the protection of intellectual property to which both the concerned ASEAN Member States and China are parties to.

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

- i. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development carried out;
 - a) Jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - b) Solely and separately by the ASEAN Member State or China or the research results obtained through the sole and separate effort of the ASEAN Member State or China, shall be solely owned by the ASEAN Member State or China concerned.

Article VI

Confidentiality

1. The Parties shall undertake to observe the confidentiality and secrecy of any documents, confidential information, 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 paragraph 1 of this Article remain valid notwithstanding the expiration or termination of this MOU.

Article VII

Revision, Amendment and Modification

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

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 shall, subject to the notification of the requested Party, be effective either immediately or thirty (30) days after the notification has been given to the other Party through diplomatic channels.

Article IX

Settlement of Dispute

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

Article X
Entry Into Force, Duration and Termination

1. This MOU shall come into force upon signature by the Parties and shall remain in force for a period of 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 as referred to in paragraph 1 of this Article.
3. Notwithstanding paragraph 2 above, this MOU may be terminated at any time by either Party by giving at least six (6) months' written notice to the other Party.
4. The termination of this MOU shall not affect the implementation of activities or programmes 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.

SIGNED at Kuala Lumpur, Malaysia on this Twenty-Seventh of September in the Two Thousand and Thirteenth, in duplicate in the Chinese and English languages, both texts being equally authentic. In the event of divergence of interpretation, the English text shall prevail.