

**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 STRENGTHENING SANITARY AND
PHYTOSANITARY 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 each ASEAN Member State and China are singularly referred to as "Participant" and collectively as "Participants"),

RECOGNISING the significant progress and achievements made under the *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* signed on 20 November 2007 in Singapore, the *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 Strengthening Sanitary and Phytosanitary Cooperation* signed on 25 September 2014 in Nay Pyi Taw, Myanmar, and the *Instrument of Extension of the 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 Strengthening Sanitary and*

Phytosanitary Cooperation signed on 8 October 2019;

RECOGNISING that further cooperation among the Participants in the application of sanitary and phytosanitary (hereinafter referred to as “SPS”) measures is significant in safeguarding human, animal, or plant life or health, facilitating and promoting regional trade and towards the effective and successful implementation of the *Framework Agreement on Comprehensive Economic Co-operation between the Association of South East Asian Nations and the People’s Republic of China* signed on 4 November 2002 in Phnom Penh, Cambodia and the *Agreement on Trade in Goods of the Framework Agreement on Comprehensive Economic Co-operation between the Association of Southeast Asian Nations and the People’s Republic of China* signed on 29 November 2004 in Vientiane, Lao PDR as well as its associated protocols;

DESIRING to further promote the cooperation between the Participants in the implementation of the *Agreement on the Application of Sanitary and Phytosanitary Measures* in Annex 1A of the *Marrakesh Agreement Establishing the World Trade Organization* done on 15 April 1994 in Marrakesh, Morocco (hereinafter referred to as the “WTO SPS Agreement”);

NOTING China’s willingness to support capacity building to implement the *ASEAN Vision and Strategic Plan of Action for Food, Agriculture and Forestry 2016-2025* that has identified the development goals and strategic actions for SPS cooperation;

DESIRING to further strengthen the strategic partnership established between the Participants;

CONSIDERING it necessary to specify the direction and priorities of SPS cooperation between the Participants in areas of mutual interest, bringing tangible benefits to our peoples;

HAVE REACHED THE FOLLOWING UNDERSTANDING:

**Paragraph 1
General Principles and Objectives**

1. This Memorandum of Understanding (hereinafter referred to as "MOU"), will be implemented based on a voluntary, equal, and mutually beneficial basis, and subject to the national laws and regulations of each Participant, as well as the availability of financial, technological, and human resources of each Participant.
2. Nothing in this MOU will constitute or create any legally binding or enforceable obligations nor give rise to any legal process under domestic or international law, whether express or implied.
3. The objective of this MOU is to further strengthen cooperation in the application of SPS measures in order to ensure that animals, plants or products thereof imported and exported between the Participants conform to the requirements of safety and protection of human, animal, or plant life or health to promote regional trade, and to ensure implementation and consistency with the WTO SPS Agreement.
4. This MOU will neither prevent a Participant from entering into other cooperation agreements on SPS with any other Participant nor impede the execution of other multilateral or bilateral agreements on SPS cooperation of the Participants.

**Paragraph 2
Areas of Cooperation**

1. Taking into account the existing implementation system

of the WTO SPS Agreement, the areas of cooperation under this MOU may include:

- (a) strengthening the information notification and communication system, including consultations on SPS measures of the Participants;
- (b) conducting exchange visits of relevant personnel of the Participants;
- (c) conducting training courses, seminars, and other similar activities based on the needs and capabilities of the Participants and in consideration of narrowing the development gap within the ASEAN Member States; and
- (d) conducting collaborative research in areas of common interest within the scope of this MOU.

2. Information to be notified or communicated through the system in accordance with subparagraph 1 (a) may include:

- (a) relevant laws, regulations, rules, and standards of the Participants related to the implementation of SPS measures;
- (b) information on pests; diseases; and additives, contaminants, toxins, or disease-causing organisms in foods, beverages, or feedstuff of concern to the Participants;
- (c) risk assessment procedures and methodologies of inspection and quarantine for food, animals, plants, and their products; and
- (d) information on the implementation of the WTO SPS Agreement and related emerging issues by the Participants.

Paragraph 3 Implementation

1. The ASEAN-China Ministerial Meeting on SPS Cooperation will be held at least once every two years to review the implementation of this MOU. The meetings will be hosted and chaired by an ASEAN Member State and China alternately.
2. The Participants will designate contact points for the purposes of coordination and implementation of this MOU. The contact points of the Participants are set out in Annex A (Contact Points).
3. An Action Plan will be developed to implement this MOU and will be submitted to the ASEAN-China Ministerial Meeting on SPS Cooperation for approval.
4. The following Technical Working Groups have been established to implement the agreed work programmes and address specific issues of mutual concern and interest:
 - (a) Technical Working Group on Animal Inspection and Quarantine;
 - (b) Technical Working Group on Plant Inspection and Quarantine; and
 - (c) Technical Working Group on Food Safety.
5. If mutually agreed, the Participants may establish new technical working groups as necessary to further the implementation of specific activities in the agreed Action Plan or address specific issues of mutual concern and interest as and when required.

6. The new technical working groups established under subparagraph 5 will operate in accordance with the terms of reference approved by the ASEAN-China Ministerial Meeting on SPS Cooperation.

7. The Technical Working Groups referred to in this Paragraph will work with the Sub-Committee on SPS Measures, established under the *Protocol to Incorporate Technical Barriers to Trade and Sanitary and Phytosanitary Measures into the Agreement on Trade in Goods of the Framework Agreement on Comprehensive Economic Co-operation between the Association of Southeast Asian Nations and the People's Republic of China* signed on 19 November 2012 in Phnom Penh, Cambodia to avoid the duplication of work and implementation of activities.

Paragraph 4 Financial Arrangements

In conducting the projects or activities under this MOU, the financial arrangements, including the amount and the form, will be decided by the Participants on a case-by-case basis and subject to the availability of their funds.

Paragraph 5 Protection of Intellectual Property Rights

1. The protection of intellectual property rights will be enforced in conformity with the respective national laws and regulations of the Participants and with the international agreements relating to the protection of intellectual property to which Participants are party to.

2. The use of the name, logo, or official emblem of any Participant on any publication, document, or paper is prohibited without the prior written approval by the Participant concerned.

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

- (a) jointly by the Participants or the research results obtained in such joint development activities, will be jointly owned by the Participants concerned in accordance with the terms to be agreed upon; and
- (b) solely and separately by a Participant or the research results obtained through the sole and separate effort of a Participant, will be solely owned by the Participant concerned.

Paragraph 6 Confidentiality

1. Each Participant will undertake to observe the confidentiality and secrecy of any documents, information, and data received from the other Participants in the course of the implementation of this MOU and any other agreements made pursuant to this MOU, and will not disclose to any third party except to the extent as authorised in writing by the Participant that provided such document, information, and data.

2. The provisions of this Paragraph will remain valid notwithstanding the expiration or termination of this MOU.

Paragraph 7 Amendment

1. This MOU may be amended at any time by written decision of the Participants. Any Participant may request in writing an amendment for any part of this MOU.

2. Any amendment will come into effect on such date as may be determined by the Participants and will form an integral part of this MOU.

3. Notwithstanding subparagraph 1, Annexes to this MOU may be amended subject to the endorsement of the ASEAN-China Ministerial Meeting on SPS Cooperation.

Paragraph 8 Settlement of Dispute

Any dispute or difference between the Participants concerning the interpretation, implementation, or application of any of the provisions of this MOU will be settled amicably through consultations or negotiations between the Participants without reference to any international tribunal or any third party.

Paragraph 9 Effective Date, Duration, and Termination

1. This MOU will come into effect on the date of its signature by the Participants and will remain applicable for a period of five years.

2. This MOU may be extended for another period of five years by written decision of the Participants before the expiration of the MOU. Thereafter, it may, by written decision of the Participants, be extended for such period or periods and upon such terms and conditions as may be agreed by the Participants.

3. This MOU may be terminated at any time by any Participant by giving at least six months' written notice in advance to the other Participants. Each Participant reserves the right for reasons of national security, national interest,

public order, or public health to terminate temporarily, either in whole or in part, the implementation of this MOU.

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.

SIGNED on *this Twenty-First Day* of *October* in
the Year Two Thousand and Twenty-Two, in two
original copies in the English and Chinese languages, both
texts being equally authentic. In the event of any divergence
in interpretation between any of the texts, the English text
shall prevail.

For the Government of Brunei
Darussalam:

For the Government of the
People's Republic of China:

Contact Points

1. **Brunei Darussalam**

International Division
Department of Agriculture and Agrifood,
Ministry of Primary Resources and Tourism
Old Airport, Berakas
Email: international@agriculture.gov.bn;
import@agriculture.gov.bn;

2. **Cambodia**

Dr. Ker Monthivuth
Director
Department of Plant Protection and Sanitary and
Phytosanitary
General Directorate of Agriculture
Ministry of Agriculture Forestry and Fisheries,
Cambodia
Phone: 855 12 325 558; 855 98 597 778
Email: monthivuthker@gmail.com

3. **Indonesia**

Director General
Indonesian Agricultural Quarantine Agency
Ministry of Agriculture
Jl. Harsono RM No. 3, Ragunan
Jakarta Selatan
Tel: +6221-7816481, 7816484
Fax: +6621-7816481
Email: kabarantans86@gmail.com;
sps.indonesia@pertanian.go.id; kr_yoek@yahoo.com;
diahr_drh@yahoo.com

4. **Lao PDR**

Director
Economic Integration Division, Department of Policy
and Legal Affairs
Ministry of Agriculture and Forestry, Lao PDR
LaneXang Avenue (Patouxay Square), P.O.Box 811,
Vientiane Capital
Email: slpk2020@yahoo.com.sg;
alounxayonta@gmail.com; took_palamy@yahoo.com

5. **Malaysia**

Undersecretary
International Division
Ministry of Agriculture and Food Industries, Malaysia
Block 4G1, Wisma Tani, No.28, Persiaran Perdana,
Precint 4,
Federal Government Administrative Centre, 62624,
Putrajaya
email: mfaizal@mafi.gov.my; ibrahim@mafi.gov.my

6. **Myanmar**

Mr. Zaw Lin
Head and Director
Plant Protection Division
Department of Agriculture
Ministry of Agriculture, Livestock and Irrigation
Building No. 15, Nay Pyi Taw, Myanmar
Phone: +95-9-5028730
Email: directorppddoa@gmail.com; zw.lin1@gmail.com

Ms. Yin Yin Nwe (*Alternate Focal Point*)
Director
Agribusiness and Trade Division
Department of Planning
Ministry of Agriculture, Livestock and Irrigation

Building No.15, Nay Pyi Taw, Myanmar
Phone: +95-9-43077135
Email: yinyinweceie@gmail.com

Dr. Min Thein Maw
Director
Livestock Breeding and Veterinary Department
Phone: +95949585714 (Mobile)
Email: mtmgifu@gmail.com

Mr. Nyunt Win
Director
Department of Fisheries
Phone: +95-973077112
Email: nyuntwin34@gmail.com

Dr. Su Myo Thwe
Deputy Director
Department of Fisheries
Phone: +9595081624
Email: smyothwe@gmail.com

7. **Philippines**

Director
Policy Research Service
Department of Agriculture
Elliptical Road, Quezon City 1100
Philippines
Email: prs@da.gov.ph; noel.padre@da.gov.ph;
annalyn.lopez@da.gov.ph

8. **Singapore**

Senior Director
Regulatory Standards & Veterinary Office
Singapore Food Agency
52 Jurong Gateway Road, #14-01
Singapore 608550

Email: WTO_Contact@sfa.gov.sg

9. **Thailand**

Mr. Pisan Pongsapitch
Secretary General
National Bureau of Agricultural Commodity and Food
Standards
Ministry of Agriculture and Cooperatives
50 Phaholyothin Road, Ladyao,
Chatuchak, Bangkok, Thailand 10900
Tel: +66(0)2-561-2277 Ext.1322
Fax: +66(0)2-561-4034
Email: pisanp@yahoo.com

Miss Rujira Janaram
Head of International Policy, Section 2
Division of Agricultural Commodity and Food Standards
Policy
National Bureau of Agricultural Commodity and Food
Standards
Ministry of Agriculture and Cooperatives
50 Phaholyothin Road, Ladyao,
Chatuchak, Bangkok, Thailand 10900
Tel: +66(0)2-561-2277 Ext.1324
Fax: +66(0)2-561-4034
Email:aseanchina.acfs@gmail.com

10. **Viet Nam**

Head
Global Integration and Foreign Investment Division
International Cooperation Department
Ministry of Agriculture and Rural Development, Viet
Nam
2 Ngoc Ha, Ba Dinh, Ha Noi, Viet Nam
Tel: +84-4 37347082; Fax: +84-4 37330752
Email:hhanh.htqt@mard.gov.vn;
hiendp.htqt@mard.gov.vn

Director - Viet Nam SPS Office
Deputy Director General - Agro Processing and Market
Development Authority
Ministry of Agriculture and Rural Development, Viet
Nam
10 Nguyen Cong Hoan, Ba Dinh, Ha Noi, Viet Nam
Tel: + 84-4 3734 4764; Fax: +84-4 37349019
Email: leethoa@gmail.com; spsvietnam@mard.gov.vn
Web: <http://www.spsvietnam.gov.vn>

11. **China**

Director
International Cooperation Division II
Department of International Cooperation
General Administration of Customs
People's Republic of China
No. 6 Jianguomennei Ave, Dongcheng District, Beijing,
P.R. China 100730
Email: yuanshili@customs.gov.cn;
cherry_pg@163.com