2007 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

Adopted in Singapore on 20 November 2007

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[ARTICLE I OBJECTIVE 2](#_Toc29382208)

[ARTICLE II AREAS OF COOPERATION 2](#_Toc29382209)

[ARTICLE III IMPLEMENTATION 3](#_Toc29382210)

[ARTICLE IV FINANCIAL ARRANGEMENTS 3](#_Toc29382211)

[ARTICLE V PROTECTION OF INTELLECTUAL PROPERTY RIGHTS 4](#_Toc29382212)

[ARTICLE VI CONFIDENTIALITY 4](#_Toc29382213)

[ARTICLE VII SUSPENSION 4](#_Toc29382214)

[ARTICLE VIII REVISION, AMENDMENTS AND MODIFICATION 4](#_Toc29382215)

[ARTICLE IX SETTLEMENT OF DISPUTES 5](#_Toc29382216)

[ARTICLE X FINAL PROVISIONS 5](#_Toc29382217)

[Schedule A 6](#_Toc29382218)

# 2007 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

Adopted in Singapore on 20 November 2007

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 IOBJECTIVE

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 IIAREAS 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:
2. Establish an efficient system of information notification and communication;
3. Conduct exchange visits of relevant personnel of the Parties;
4. 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
5. Conduct collaborative research in areas of mutual interest within the scope of this Memorandum of Understanding.
6. Information to be notified or communicated through the system established in accordance with paragraph 1 (a) may include, but is not limited to:
7. relevant laws, regulations, rules and standards of the Parties related to the implementation of SPS measures;
8. pests, diseases, poisonous and hazardous substances of concern to Parties;
9. risk assessment procedures and methodologies of inspection and quarantine for food, animals and plants, and their products; and
10. the implementation of the WTO SPS Agreement and related emerging issues by the relevant Parties.
11. 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 IIIIMPLEMENTATION

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 IVFINANCIAL 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 VPROTECTION 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 VICONFIDENTIALITY

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 VIISUSPENSION

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 VIIIREVISION, 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 IXSETTLEMENT 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 XFINAL 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.

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| For the Association of Southeast Asian Nations**ONG KENG YONG**Secretary-General of ASEAN | For the Government of the People’s Republic of China**LI CHANGJIANG**MinisterGeneral Administration of Quality Supervision, Inspection and Quarantine (AQSIQ) |

# Schedule A

The contact points designated for implementation and exchange of information

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| Contact point details | Engagement / Role |
| 1. Brunei Darussalam

DirectorDepartment of AgricultureMinistry of Industry and Primary ResourcesJalan Airport Lama, BerakasBandar Seri Begawan BB 3510Brunei DarussalamTel : +673 2388000Fax : +673 2382226Email : info@agriculture.gov.bn;jpthea@brunet.bn | National Implementation Authority and National Coordinating Agency |
| 1. Cambodia

Deputy Director GeneralMinistry of Agriculture, Forestry & Fisheries#200 Preas Norodom Boulevar, Phnom PenhCambodiaTel: +855-12-616167Fax: +855-23-217320Email: PSU\_ASDP@online.com.kh | National Implementation Authority |
| 1. Indonesia

Director GeneralAgricultural Quarantine Agency of IndonesiaMinistry of AgricultureJl. Harsono RM No.3, RagunanJakarta SelatanTel: +6221 781-6481, 7816484Fax: +6221 781-6483 | National Implementation Authority |
| 1. Lao PDR

Deputy Director GeneralDepartment of PlanningMinistry of Agriculture and ForestryLane Xang Avenue, Patuxay SquarePOBox: 811, Vientiane Lao PDRTel: + 856 21 41 5358Fax: +856 21 41 2343email: pppravongviengkham@yahoo.com | National Implementation Authority |

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| --- | --- |
| 1. Malaysia

Secretary GeneralMinistry of Agriculture and Agro-basedIndustry Wisma Tani No. 28 PersiaranPerdana Precinct 462624 PutrajayaMALAYSIATel : 603 8870 1014Fax : 603 8888 0181 | National Implementation Authority |
| 1. Myanmar

HeadPlant Protection DivisionMyanmar Agriculture ServiceMinistry of Agriculture and IrrigationInsein-Gyogon, YangonTel: +951 644214Fax: +951 644119 | National Implementation Authority |
| 1. Philippines

Office of the DirectorPolicy Research ServiceDepartment of AgricultureElliptical Road, DilimanQuezon CityTel: +632- 926-7439/ 928-8741 to 49 loc.2317/2318Fax: +632- 928-0590email: epad.polreser@lycos.com | National Implementation Authority |
| 1. Singapore

DirectorFood and Veterinary AdministrationAgri-Food & Veterinary Authority of Singapore5 Maxwell Road, #04-00 Tower Block, MND ComplexSingapore 069110Fax: +65-62206068Email: AVA\_Email@ava.gov.sg | National Implementation Authority |

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| 1. Thailand

Secretary GeneralNational Bureau of Agricultural Commodityand Food StandardsMinistry of Agriculture and CooperativesPhaholyothin Road, ChatujakBangkok 10900, ThailandTel: +66 2 2831600Fax: +66 2 6298989-9 | National Implementation Authority |
| 1. Vietnam

Deputy Director GeneralInternational Cooperation Department,Ministry of Agriculture and RuralDevelopment of VietnamTel: +844-8437450/8434683;Fax: +844-7330752;Email: dunght.htqt@mard.gov.vn;icdmard@fpt.vn | National Implementation Authority |
| 1. China

Director GeneralDepartment of International CooperationThe General Administration of QualitySupervision, Inspection and Quarantine of thePeople’s Republic of China (AQSIQ)No. 9 Madiandonglu, Haidian District, BeijingP.R.C. 100088Tel: +8610-82262172Fax: +8610-82260216 | National Implementation Authority |
| 1. ASEAN Secretariat

HeadNatural Resources UnitBureau for Economic Integration and FinanceASEAN Secretariat70 A Jl. SisingamangarajaJakarta 12110IndonesiaTel: +6221 7243372Fax: +6221 7243504 | Coordinating Agency |