

**2014 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**

Adopted in Nay Pyi Taw, Myanmar on 25 September 2014

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Adopted in Nay Pyi Taw, Myanmar on 25 September 2014

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 Member 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");

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 (SPS) Cooperation*, signed on 20 November 2007 in Singapore (hereinafter referred to as "the 2007 Memorandum of Understanding");

RECOGNISING that further cooperation among the Parties in the application of sanitary and phytosanitary (hereinafter referred to as "SPS") measures has important significance in safeguarding human, animal or plant life or health, facilitating and promoting regional trade and towards the effective and successful implementation of the *Agreement on Trade in Goods of the Framework Agreement on Comprehensive Economic Cooperation between the Association of Southeast Asian Nations and the People's Republic of China*, and its associated Protocols;

DESIRING to further promote the cooperation between relevant Parties in the implementation of the *Agreement on the Application of Sanitary and Phytosanitary Measures of the World Trade Organisation* (hereinafter referred to as "WTO SPS Agreement");

INTENDING to further strengthen the strategic partnership established between ASEAN Member States and China, pursuant to the prevailing laws and regulations of the respective Parties;

HAVE reached the following understanding:

ARTICLE I OBJECTIVE

Subject to the provisions of this Memorandum of Understanding and the laws, rules, regulations and national policies in each country, the Parties will continue to strengthen cooperation in the application of SPS measures on the basis of equality, mutual benefit and mutual respect, in order to ensure that food, agricultural, fisheries and other related products imported and exported between the Parties conform to the requirements of safety, hygiene, health, the protection of human, animal or plant life or health, the protection of the interests of consumers, and the promotion of regional trade, and are in line with the principles of the WTO SPS Agreement.

ARTICLE II AREAS OF COOPERATION

1. Taking into account the existing implementation system of this WTO SPS Agreement and subject to the provisions of this Memorandum of Understanding and the laws, rules, regulations and national policies in each country, the Parties, in order to strengthen the cooperation and consultation mechanism relating to SPS measures on food safety, plant and animal health, endeavor to cooperate on the following areas:
 - a) Establish a system of information notification and communication;
 - b) Conduct exchange visits of relevant personnel of the Parties;
 - c) Conduct training course, seminars and the other similar activities based on the needs and capabilities of the Parties, and in consideration of narrowing the development gap within ASEAN Member States; and
 - d) Conduct collaborative research in areas of mutual interest within the scope of this Memorandum of Understanding.

2. Subject to the laws, rules, regulations and national policies in each country, information to be notified or communicated through the system established in accordance with paragraph 1(a) above may include, but is not limited to:
 - a) Relevant laws, regulations, rules and standards of the Parties related to the implementation of the SPS measures;
 - b) Pests, diseases, poisonous and hazardous substances of concern to the Parties, and food safety issues;
 - c) Risk assessment procedures and methodologies of inspection and quarantine for food, animals, plants, and their products; and
 - d) Implementation of the WTO SPS Agreement and related emerging issues by the relevant Parties.

3. This Memorandum of Understanding will neither affect other agreements between Association of Southeast Asian Nations or any ASEAN Member State and China nor restrain any ASEAN Member State from entering into other cooperation agreements on SPS with China.

ARTICLE III IMPLEMENTATION

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 every two years, and as the need arises, to review the implementation of this Memorandum of Understanding. The meetings will be hosted and chaired by the ASEAN and China alternately.
3. The contact points designated for the purposes of coordination, implementation and the exchange of information under this Memorandum of Understanding are set out in Schedule A annexed to this Memorandum of Understanding.
4. In order to strengthen communication and cooperation, the Parties may continue to enhance and maximise the technical working groups established under Article III (3) of the 2007 Memorandum of Understanding in the implementation of the agreed work programmes and in addressing specific issues of mutual concern and interest as and when required.
5. Taking into account 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 Cooperation between the Association of Southeast Asian Nations and the People's Republic of China whereby a Sub-Committee on SPS measures will be established, the technical working groups referred to in paragraph 4 above will endeavor to coordinate and maximize synergy with the Sub-Committee on SPS measures to avoid duplication of work and implementation of activities.

ARTICLE IV FINANCIAL 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 and subject to the availability of funds.

ARTICLE V PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. Intellectual property rights resulting from any research and development carried out by the Parties pursuant to this and 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 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 the intellectual property issues that may arise in connection with the said activity and determine the allocation of the intellectual property rights.
4. Notwithstanding 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 effort of the Parties pursuant to this Memorandum of Understanding, shall be jointly owned by the Parties in accordance with the terms and conditions to be mutually agreed upon.
5. In the event any Party which jointly owns any intellectual property right accruing pursuant to paragraph 4 above with another Party decides to conduct further research and/or development of any such jointly owned intellectual property, during or after the expiry or termination of this Memorandum of Understanding, the first-mentioned Party shall invite the other Party to participate in such further research and/or development, through the contribution of resources towards such project. Should the other Party agree to participate, any intellectual property rights accruing pursuant to such further research and/or development, shall be jointly owned by the cooperating Parties in accordance with the terms and conditions to be mutually agreed upon.

ARTICLE VI CONFIDENTIALITY

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 VII 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 Memorandum of Understanding. Such suspension shall be effective on the date specified in the written notification given to the other Parties through diplomatic channels.

ARTICLE VIII REVISION, AMENDMENTS AND MODIFICATION

1. This Memorandum of Understanding may be revised, amended or modified in writing at any time by the mutual written consent of the Parties.

2. Such revision, amendment or modification shall come into effect on such date as may be determined by the Parties.
3. Any revision, amendment or modification will not prejudice the rights and obligations arising from this Memorandum of Understanding up to the date of such revision, amendment or modification.

ARTICLE IX SETTLEMENT 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, without reference to any third party or international tribunal.

ARTICLE X EFFECTIVE DATE, DURATION AND TERMINATION

1. This Memorandum of Understanding will come into effect upon signature by the Parties and will remain in force for a period five (5) years, and may be extended for an additional period of two (2) years with the consensus of all Parties.
2. This Memorandum of Understanding may be terminated by a Party giving six (6) months' written notice prior to the intended date of termination to the other Parties. Termination will not affect the implementation of activities or programmes that were decided upon or any ongoing activity or program prior to the date of the termination of this Memorandum of Understanding.
3. For the ASEAN Member States, this Memorandum of Understanding shall be deposited with the Secretary-General of ASEAN, who shall promptly furnish a certified copy thereof, to each ASEAN Member State.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by the Parties have signed this Memorandum of Understanding.

SIGNED at Nay Pyi Taw, Myanmar on this Twenty Fifth Day of September in the Year Two Thousand Fourteen, in duplicate in the Chinese and English Languages, both texts being equally authentic. In the event of divergence of interpretation, the English text will prevail.

For the Government of Brunei Darussalam:
H.E. PEHIN DATO YAHYA
Minister of Industry and Primary Resources

For the Government of People's Republic of China:
H.E. ZHI SHUPING
Minister of General Administration of Quality
Supervision, Inspection and Quarantine (AQSIQ)

For the Government of the Kingdom of Cambodia:
H.E. OUK RABUN, Ph.D.
Minister of Agriculture, Forestry and Fisheries

For the Government of the Republic of Indonesia:
H.E. DR. SUSWONO
Minister of Agriculture

For the Government of the Lao People's Democratic Republic:
H.E. DR. TY PHOMMASACK
Vice Minister of Agriculture and Forestry

For the Government of Malaysia:
H.E. DATO' SRI ISMAIL SABRI BIN YAAKOB
Minister of Agriculture and Agro-Based Industry

For the Government of the Republic of the Union of Myanmar:
H.E. U MYINT HLAING
Union Minister for the Ministry of Agriculture and Irrigation

For the Government of the Republic of the Philippines:
H.E. SEGFREDO R. SERRANO
Undersecretary of Agriculture

For the Government of the Republic of Singapore:
H.E. DR. MOHAMAD MALIKI BIN OSMAN
Minister of State for National Development and Defence

For the Government of the Kingdom of Thailand:
H.E. PETIPONG PUNGBUN NA AYUDHYA
Minister of Agriculture and Cooperatives

For the Government of the Socialist Republic of Viet Nam:
H.E. DR. LE QUOC DOANH
Deputy Minister of Agriculture and Rural Development

SCHEDULE A

The contact points designated for implementation and exchange of information

CONTACT POINT DETAILS AND ENGAGEMENT/ROLE

1. Brunei Darussalam

Head of Biosecurity Division
Biosecurity Division
Ministry of Industry and Primary Resources
Jalan Menteri Besar. BB3910, Negara Brunei Darussalam
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Fax: +673 2382226
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wanidawati.tamat@industry.gov.bn

National Implementation Authority and National Coordinating Agency

2. Cambodia

Deputy Director General
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National Implementation Authority

3. Indonesia

Director General
Agricultural Quarantine Agency of Indonesia
Ministry of Agriculture
Jl. Harsono RM No.3, Ragunan
Jakarta Selatan
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National Implementation Authority

4. Lao PDR

Deputy Director General
Department of Planning and Cooperation
Ministry of Agriculture and Forestry
Lane Xang Avenue, Patuxay Square
POBox: 811, Vientiane
Lao PDR

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National Implementation Authority

5. Malaysia

Secretary General
Ministry of Agriculture and Agro-based Industry
Wisma Tani No. 28 Persiaran Perdana Precinct 4
62624 Putrajaya
MALAYSIA
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Fax: 603 8888 0181

National Implementation Authority

6. Myanmar

Head of Plant Protection Division,
Department of Agriculture
Ministry of Agriculture and Irrigation
Insein-Gyogon,
Yangon
Tel: +951 644214
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National Implementation Authority

7. Philippines

Office of the Director Policy Research Service
Department of Agriculture
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National Implementation Authority

8. Singapore

Director-General
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Agri-Food & Veterinary Authority of Singapore
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National Implementation Authority

9. Thailand

Secretary General
National Bureau of Agricultural Commodity and Food Standards
Ministry of Agriculture and Cooperatives
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National Implementation Authority

10. Viet Nam

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National Implementation Authority

11. China

Director General
Department of International Cooperation
The General Administration of Quality Supervision, Inspection and Quarantine of the People's
Republic of China (AQSIQ)
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National Implementation Authority

12. ASEAN Secretariat

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ASEAN Economic Community Department,
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Coordinating Agency