

(DRAFT TEMPLATE)

ARRANGEMENT BETWEEN

AGENCY.....(1)..... OF.....COUNTRY 1.....

AND

AGENCY.....(2).....OF.....COUNTRY 2.....

ON THE EQUIVALENCE OF

FISHERY PRODUCTS

INSPECTION AND CERTIFICATION SYSTEMS

AGENCY.....(1)..of....Country1.....AND
AGENCY.....(2).....of.....Country2..... (hereinafter referred to as “the Parties”);

RECOGNIZING that fishery products traded between..... and..... are intended to be safe, wholesome and properly identified;

DESIRING to establish a process for recognizing and maintaining equivalence of the fishery products inspection and certification systems of the Agency(1)..... ofCountry1.....and the Agency....(2).....of....Country2.....;

INTENDING to improve efficiencies, and where possible, to reduce duplication in the fishery products inspection and certification systems of the Agency(1)..... ofCountry1...and the Agency....(2).....of....Country2.....; and

SUPPORTING the objective of harmonization pursuant to...Country 1and ...Country 2.....memberships in the World Trade Organization (“WTO”)

HAVE AGREED as follows:

ARTICLE 1

Definitions

For the purposes of this Arrangement:

- a) **Certification** means the procedure by which official certification bodies and officially recognized bodies provide written or equivalent assurance that foods or food control systems conform to requirements. Certification of food may be, as appropriate, based on a range of inspection activities which may include continuous on-line inspection, auditing of quality assurance systems, and examination of finished products.
- b) **Certification system** means official and officially recognized certification systems.
- c) **Competent authority** means the official government agency having jurisdiction.
- d) **Equivalence** means the capability of different inspection and certification systems to achieve the same objectives.
- e) **Establishment** means a fish processing facility licensed, registered or approved by the competent authority and operating under a mutually acceptable Good Manufacturing Practice (GMP) and Hazard Analysis Critical Control Point (HACCP) System.
- f) **Fishery product** means product from all seawater or freshwater animal whether wild or farmed and including all edible forms, parts and products of such animal.
- g) **Food safety emergency** means a situation whether accidental or intentional, that is identified, by a competent authority as constituting a serious and as yet uncontrolled foodborne risk to public health that requires urgent action.
- h) **Inspection** is the examination of food or systems for control of food, raw materials, processing and distribution, including in – process and finished products testing, in order to verify that they conform to requirements.
- i) **Inspection system** means official and officially recognized inspection systems.

- j) **Processing** means any action including cleaning, filleting, shucking, icing, packing, canning, freezing, irradiating, pasteurizing, smoking, salting, cooking, pickling and drying.
- k) **Proper identification** means freedom from false, misleading or deceptive labeling practices according to the legal requirements of each Party.
- l) **Wholesome** means freedom from decomposition and other unfit characteristics identified in the standards developed by the Codex Committee on Fish and Fishery Products as approved by the Codex Alimentarius Commission.

ARTICLE 2

Scope

1. This Arrangement shall apply to fishery products inspection and certification systems of the Parties in respect of the trade in fishery products which are processed in establishments and which are intended to be safe, wholesome and properly identified.
2. This Arrangement shall apply to fishery products, which have been selected and agreed upon by the Parties and listed in Annex I. The Annex I may be amended and updated by both Parties' consent from time to time.
3. This Arrangement shall not apply to trade of live fish

ARTICLE 3

Rights and Obligations under Existing International Agreements or Conventions

This Arrangement or any actions taken thereto shall not affect the rights and obligations of the Parties under any existing international agreements or conventions to which it is also a party.

ARTICLE 4

Recognition of Equivalence

1. Parties shall develop their fishery product inspection and certification systems based on ASEAN Principles and Guidelines for National Food Control System (CAC/GL 82 MOD), ASEAN General Principle of Food Hygiene (CAC/RCP 1-1969, Rev.4 MOD), ASEAN Principles for Food Import and Export Inspection and Certification (CAC/GL 20 MOD), and ASEAN Guidelines for the Design, Operation, Assessment and Accreditation of Food Import and Export Inspection and Certification Systems (CAC/GL 26 MOD).
2. Each Party hereby recognizes as equivalent the other Party's fishery products inspection and certification systems governing raw materials, holding, handling, transporting, processing, packaging, and trade in fishery products. This recognition of equivalence was conducted in accordance with ASEAN Guidelines for the Design, Operation, Assessment and Accreditation of Food Import and Export Inspection and Certification Systems (CAC/GL 26 MOD) and Codex Guidelines on the Judgment of Equivalence of Sanitary Measures Associated with Food Inspection and Certification Systems
3. The fishery products inspection and certification systems shall be recognized as equivalent for those fish processing establishments identified in Annex II. The Parties may amend Annex II by an Exchange of Notes.
4. Where differences exist in product standards and labelling requirements, the exporting Party will require the establishments identified in Annex II to comply with the product standards and labelling requirements under the laws of the importing Party.

ARTICLE 5

Import Inspections and Fees

1. The frequency of import inspection for products listed in Annex I from establishments listed in Annex II shall be lower than normal rate of

inspection applied to the establishments not under the scope of this Arrangement.

2. Changes in rate of inspection shall be mutually agreed.
3. For non-compliance of import consignments from individual establishments, the rate of inspection may be temporarily increased for the establishment according to the importing country's laws and regulations. Following rectification of non-compliances, the rate of inspection according to Annex III shall be resumed.
4. A Party may, in accordance with its legislation and procedures, collect fees for the costs incurred in conducting import inspections from the importers.

ARTICLE 6

Audits

1. A Party may audit all or part of the other Party's fishery product inspection and certification systems in accordance with ASEAN Guidelines for the Design, Operation, Assessment and Accreditation of Food Import and Export Inspection and Certification Systems (CAC/GL 26 MOD).
2. The focus of the audit shall be on the fishery product inspection and certification systems. When it is necessary to inspect individual establishments as part of the audit of the fishery product inspection and certification systems, the sampling of establishments to be inspected shall focus on those exporting to the other Party.
3. The results of import inspections conducted in accordance with Article 5 may be used in the audit and verification process.
4. The comments of the audited Party will form part of the official report.
5. Audit costs shall be the responsibility of the auditing Party.

ARTICLE 7

Notification and Consultation

1. Notifications shall be made to the contact points set out in Annex IV.
2. A Party, before making changes to its fishery product inspection and certification system that affects the other Party, shall notify the other Party in writing. The affected Party may, within 30 days determine the impact of such changes on the recognition of equivalence under this Arrangement.
3. In the event that a food safety emergency is identified with respect to public health and consumer protection, a Party shall immediately notify the other Party by any means, and confirm the notice in writing within 24 hours.
4. Where a Party has concerns regarding a risk to public health and consumer protection arising from trade between the Parties, consultations to resolve the concerns shall, on request, take place as soon as possible and in any case within 14 days of the request. The Parties shall exchange and take due account of relevant information and endeavor to avoid a disruption in trade and to reach a mutually acceptable solution.
5. The importing Party shall promptly provide information to exporting Party on any fishery product consignment found not to be in compliance with the requirements of the importing Party, including information on the reason for the rejection, identification and description of the lot, and procedures for sampling and analysis.
6. The exporting Party shall perform investigation on the cause of the non-compliance and provide the investigation results, corrective actions and preventive measures to the importing Party in due time.

ARTICLE 8

Safeguard Measures

A Party who identifies a matter of food safety emergency concerning fishery products related to public health or consumer protection in the fishery product inspection and certification systems of the other Party, may adopt provisional measures immediately. The Party shall notify the other Party of those measures within 24 hours of the decision to implement them and, on request, consultations regarding the situation shall be held within 14 days of the notification. The Parties shall exchange and take due account of relevant information and endeavor to avoid a disruption in trade and to reach a mutually acceptable solution.

ARTICLE 9

Exchange of Information

Subject to the relevant access to information and privacy legislation, the Parties may exchange information concerning the implementation of this Arrangement, in order to engender mutual confidence and to demonstrate the effectiveness of the respective fishery product inspection and certification systems.

ARTICLE 10

Technical Cooperation

Upon request by either Parties, technical cooperation such as study visits, trainings and exchange of technical experts may be provided to facilitate effective implementation of this Arrangement

ARTICLE 11

Competent Authorities and Contact Point

1. Parties shall identify and notify their Competent Authorities. Each party shall designate one contact point. The list of competent authorities and contact points is in Annex IV.

2. A Party may amend its Competent Authority (ies) or its contact point by a written notice. The amendment shall come into force on the date of the notice or on any subsequent date specified in it.

ARTICLE 12

Administration of the Arrangement

1. This Arrangement will enter into force upon signing of the Arrangement by both parties.
2. The Annexes or amended Annexes shall constitute an integral part of this Arrangement.
3. This Arrangement will be enforced for 5 years upon signing and may be extended by both Parties' consent.
4. This Arrangement may be amended with the agreement of the Parties. The Annexes may also be amended through an Exchange of Notes, and such amendments shall not be inconsistent with this Arrangement. Unless otherwise specified therein, all amendments to the Arrangement shall enter into force on the date of signature of the Arrangement or of the Exchange of Notes, as the case may be.
5. Either Party may terminate this Arrangement by giving at least six months' notice in writing. The Arrangement shall terminate on the expiry of the period of notice.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective governments, have signed this Arrangement.

DONE in duplicate at, thisday of, in English language.

LIST OF ANNEXES

Annex I	List of Fishery Products under this Arrangement
Annex II	List of Fish Processing Establishments
Annex III	Frequency of Import Inspection
Annex IV	List of Competent Authorities and Contact Points

ANNEX I

LIST OF FISHERY PRODUCTS UNDER THIS ARRANGEMENT

ANNEX II

LIST OF FISH PROCESSING ESTABLISHMENTS

(Country 1).....

Approval No. /Establishment No. (provided by Competent Authority of exporting country).....

Name

Address.....

(Country 2).....

Approval No. /Establishment No. (provided by Competent Authority of exporting country).....

Name

Address.....

ANNEX III

FREQUENCY OF IMPORT INSPECTION

<u>Type of Products</u>	<i>Country1</i> <u>Rate of Inspection</u>	<i>Country2</i> <u>Rate of Inspection</u>
For example		
1. Frozen whole fish	%	%
2. Frozen cooked shrimp	%	%

ANNEX IV

LIST OF COMPETENT AUTHORITIES AND CONTACT POINTS

Name of Country 1

Name and Address of Competent Authorities

- 1.....
- 2.....
- 3.....

A Name of Contact point

Title/Position.....Organization.....
Address.....Tel.....Fax:.....
Email.....

Name of Country 2

Name and Address of Competent Authorities

- 1.....
- 2.....
- 3.....

A Name of Contact point

Title/Position.....Organization.....
Address.....Tel.....Fax:.....
Email.....