

**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**

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 I  
OBJECTIVE**

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 II AREAS 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:

- a) Establish an efficient system of information notification and communication;
- b) Conduct exchange visits of relevant personnel of the Parties;
- c) 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
- d) Conduct collaborative research in areas of mutual interest within the scope of this Memorandum of Understanding.

2. Information to be notified or communicated through the system established in accordance with paragraph 1 (a) may include, but is not limited to:

- a) relevant laws, regulations, rules and standards of the Parties related to the implementation of SPS measures;
- b) pests, diseases, poisonous and hazardous substances of concern to Parties;
- c) risk assessment procedures and methodologies of inspection and quarantine for food, animals and plants, and their products; and
- d) the implementation of the WTO SPS Agreement and related emerging issues by the relevant Parties.

3. 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 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 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 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 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 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 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 which suspension shall take effect immediately after notification has been given to the other Parties through diplomatic channels.

**ARTICLE VIII  
REVISION, 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 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.

**ARTICLE X  
FINAL 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.

For the Association of  
Southeast Asian Nations

For the Government of  
the People's Republic of China

**ONG KENG YONG**  
Secretary-General of ASEAN

**LI CHANGJIANG**  
Minister  
General Administration of  
Quality Supervision, Inspection  
and Quarantine (AQSIQ)

## Schedule A

The contact points designated for implementation and exchange of information

Contact point details	Engagement / Role
<p><b>1. Brunei Darussalam</b></p> <p>Director            Department of Agriculture            Ministry of Industry and Primary Resources            Jalan Airport Lama, Berakas            Bandar Seri Begawan BB 3510            Brunei Darussalam            Tel : +673 2388000            Fax : +673 2382226            Email : info@agriculture.gov.bn;            jpthea@brunet.bn</p>	<p>National Implementation Authority and National Coordinating Agency</p>
<p><b>2. Cambodia</b></p> <p>Deputy Director General            Ministry of Agriculture, Forestry &amp; Fisheries            #200 Preas Norodom Boulevard, Phnom Penh            Cambodia            Tel: +855-12-616167            Fax: +855-23-217320            Email: PSU_AS DP@online.com.kh</p>	<p>National Implementation Authority</p>
<p><b>3. Indonesia</b></p> <p>Director General            Agricultural Quarantine Agency of Indonesia            Ministry of Agriculture            Jl. Harsono RM No.3, Ragunan            Jakarta Selatan            Tel: +6221 781-6481, 7816484            Fax: +6221 781-6483</p>	<p>National Implementation Authority</p>



<p><b>4. Lao PDR</b></p> <p>Deputy Director General  Department of Planning  Ministry of Agriculture and Forestry  Lane Xang Avenue, Patuxay Square  POBox: 811, Vientiane Lao PDR  Tel: + 856 21 41 5358  Fax: +856 21 41 2343  email: pppravongviengkham@yahoo.com</p>	National Implementation Authority
<p><b>5. Malaysia</b></p> <p>Secretary General  Ministry of Agriculture and Agro-based  Industry Wisma Tani No. 28 Persiaran  Perdana Precinct 4  62624 Putrajaya  MALAYSIA  Tel : 603 8870 1014  Fax : 603 8888 0181</p>	National Implementation Authority
<p><b>6. Myanmar</b></p> <p>Head  Plant Protection Division  Myanmar Agriculture Service  Ministry of Agriculture and Irrigation  Insein-Gyogon, Yangon  Tel: +951 644214  Fax: +951 644119</p>	National Implementation Authority
<p><b>7. Philippines</b></p> <p>Office of the Director  Policy Research Service  Department of Agriculture  Elliptical Road, Diliman  Quezon City  Tel: +632- 926-7439/ 928-8741 to 49 loc.  2317/2318  Fax: +632- 928-0590  email: epad.polreser@lycos.com</p>	National Implementation Authority

<p><b>8. Singapore</b></p> <p>Director  Food and Veterinary Administration  Agri-Food &amp; Veterinary Authority of Singapore  5 Maxwell Road, #04-00  Tower Block, MND Complex  Singapore 069110  Fax: +65-62206068  Email: AVA_Email@ava.gov.sg</p>	National Implementation Authority
<p><b>9. Thailand</b></p> <p>Secretary General  National Bureau of Agricultural Commodity  and Food Standards  Ministry of Agriculture and Cooperatives  Phaholyothin Road, Chatujak  Bangkok 10900, Thailand  Tel: +66 2 2831600  Fax: +66 2 6298989-9</p>	National Implementation Authority
<p><b>10. Vietnam</b></p> <p>Deputy Director General  International Cooperation Department,  Ministry of Agriculture and Rural  Development of Vietnam  Tel: +844-8437450/8434683;  Fax: +844-7330752;  Email: dunght.htqt@mard.gov.vn;  icdmard@fpt.vn</p>	National Implementation Authority
<p><b>11. China</b></p> <p>Director General  Department of International Cooperation  The General Administration of Quality  Supervision, Inspection and Quarantine of the  People's Republic of China (AQSIQ)  No. 9 Madiandonglu, Haidian District, Beijing  P.R.C. 100088  Tel: +8610-82262172  Fax: +8610-82260216</p>	National Implementation Authority

<p>12. <b>ASEAN Secretariat</b></p> <p>Head Natural Resources Unit Bureau for Economic Integration and Finance ASEAN Secretariat 70 A Jl. Sisingamangaraja Jakarta 12110 Indonesia Tel: +6221 7243372 Fax: +6221 7243504</p>	<p>Coordinating Agency</p>
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