

## **Cross-Strait Food Safety Agreement (Draft)**

To enhance cross-strait communication and mutual confidence concerning food safety, and to safeguard the safety and health of the peoples on the two sides of the Taiwan Strait, the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait, after negotiation based on an equal footing, hereby agree on the following matters concerning cross-strait food safety:

### **1. Information Notification**

The Parties agree to notify each other of information concerning food safety in cross-strait trade, and to carry out prompt notification of major food safety information and suddenly arising incidents affecting the health of people across the Taiwan Strait, and to provide full information thereon.

The Parties shall promptly respond to and provide all necessary assistance concerning inquiries in respect of the aforementioned matters.

### **2. Handling Mechanism**

The Parties agree to establish a mechanism for coordinating the handling of major cross-strait food safety incidents, and to adopt the following measures for the proper handling thereof:

- (1) Holding emergency discussions, and exchanging relevant information.
- (2) Suspending the production and export of the products concerned.
- (3) Promptly removing from sale and recalling the products concerned.
- (4) Providing facilitation for field inquiry.
- (5) Verifying and announcing information, and informing each other.
- (6) Furnishing analysis of the cause of incidents and plans for improvement.
- (7) Pressing responsible parties to properly handle disputes, and

providing active assistance to assure the rights and interests of injured parties.

- (8) Promptly notifying each other of the status of investigation into pertinent responsibility.

### **3. Operational Contacts**

The Parties agree to establish a system of regular meetings and mutual visits of experts from the competent authorities on each side, to conduct operational contacts and information exchange on each other's food safety laws and regulations, inspection techniques, and regulatory measures.

### **4. Document Format**

The document format for information notifications and inquiries and operational liaison shall be as discussed and agreed between the Parties.

### **5. Liaison Bodies**

- (1) Communications and implementation of matters relating to this Agreement shall be handled by a person or persons designated for such purpose by the competent food safety authorities on each side. The Parties may designate other institution(s) for such communications, if necessary, upon mutual consent.
- (2) Communications regarding other matters related to this Agreement shall be handled by the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait.

### **6. Performance and Amendment to the Agreement**

- (1) The Parties shall comply with the provisions of this Agreement.
- (2) This Agreement shall be amended only with both Parties' consents, and shall be confirmed in writing.

### **7. Dispute Resolution**

Any disputes arising from the application of this Agreement shall be resolved by prompt negotiation between the Parties.

### **8. Matters not Mentioned in this Agreement**

Matters not mentioned in this Agreement shall be separately discussed and resolved by the Parties in an appropriate manner.

## **9. Effective Date**

This Agreement shall become effective seven days after signature by the parties.

This Agreement was signed on November 4 in four original copies, with each Party keeping two copies.

Straits Exchange Foundation  
Chairman

Association for Relations Across the Taiwan Strait  
Chairman

*(Signature)*

*(Signature)*

[Note: In case of any discrepancy between the Chinese and English texts, the Chinese text shall govern.]