

## **Cross-Strait Arrangement on Cooperation of Agricultural Product Quarantine and Inspection (Draft)**

(This agreement will become effective only after the completion of relevant procedures.)

To ensure the safety of agricultural production and safeguard people's health, and to promote the development of cross-strait trade in agricultural products, 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 of cross-strait cooperation in respect of quarantine and inspection of agricultural products.

### **1. Principles and Objectives of Cooperation**

The Parties agree, in accordance with the principles of mutual trust and reciprocal benefit, and on the basis of science and practicality, to enhance cooperation and exchanges on quarantine and inspection, and to consult and negotiate about the resolution of quarantine and inspection problems in trade in agricultural products (including animal feedstuffs) so as to prevent the transmission and spread of harmful organisms of animals and plants, and to ensure the quality and safety of agricultural products.

### **2. Mutual Exchanges**

The Parties agree to establish mechanisms for consultations, discussions, exchanges, observational visits and technical cooperation. When necessary, the Parties may establish working groups to carry out cooperation on the researches relating to the technology in specialized areas of quarantine and inspection.

### **3. Information Inquiry**

- (1) The Parties agree to provide information inquiry for quarantine and inspection regulations, standards, procedures, etc., and to provide assistance as necessary.
- (2) The Parties agree to enhance exchanges on sanitary standards for pesticide and animal drug residues, and to coordinate the handling of problems of standards differences.

### **4. Certification Document Check**

The Parties agree to establish a mechanism for checking and verifying quarantine and inspection certification documents in order to prevent document forgery.

### **5. Notification**

- (1) The Parties agree to notify each other promptly about the incidence of any major epidemic situations and sanitary issues concerning imported/exported agricultural products.
- (2) The Parties agree to regularly notify each other about intercepted harmful organisms, detected toxic or harmful substances, and other non-compliance situations in imported/exported agricultural products.

### **6. Handling of Emergency Incident**

The Parties agree to establish a mechanism for coordinated handling of sudden important quarantine and inspection incidents and to provide the channel for prompt notification, speedy checks, emergent consultations, and mutual provision of assistance.

### **7. Observational visit and Verification**

The Parties agree to establish tracking systems for agricultural product safety management, to help importing Party make observational visits to the production and processing sites of exported agricultural products, and to implement facilitation measures for import quarantine and inspection for agricultural products verified as meeting quarantine and inspection requirements.

## **8. Document Format**

The Parties agree to use the format of documents for notifications, inquiries, and communication as settled by discussion between the Parties.

## **9. Liaison**

- (1) Liaison on the implementation of matters set out in this arrangement shall be conducted by a contact person or persons designated by each Party's competent authorities. If necessary, with mutual consent, the Parties may designate other entities for such liaison.
- (2) Liaison regarding other matters related to this Arrangement shall be handled by the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait.

## **10. Implementation and Amendment of the Arrangement**

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

## **11. Dispute Resolution**

Any disputes arising from the application of this Arrangement shall be

resolved by prompt negotiation between the Parties.

## **12. Matters not Mentioned in this Arrangement**

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

## **13. Signing and Effectiveness**

This Agreement shall become effective from the date of signing after both Parties have completed their respective relevant preparations, no later than ninety days hereafter.

This Agreement was signed on December 22 in four original copies, with each Party keeping two copies.

Straits Exchange Foundation

Association for Relations  
Across the Taiwan Strait

Chairman

Chairman

***Chiang, Pin-Kung***

***Chen, Yunlin***

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