
附件

中华人民共和国国家质量监督检验检疫总局 与亚美尼亚共和国农业部 关于食品安全的合作谅解备忘录 (草案)

中华人民共和国国家质量监督检验检疫总局和亚美尼亚共和国农业部(以下简称“双方”)为保护两国国民健康和提高食品安全水平,促进双方在食品安全和质量标准方面的信息交流、经验共享和协调合作,在确保不妨碍各自采取的食品安全保障措施的基础上,达成如下共识:

第一条 基本原则

双方同意在遵循本国有关法律法规和WTO/SPS协定的基础上,加强交流与合作,构建食品安全磋商合作框架。双方对于共同关注的食品安全问题及时交换信息和进行磋商,采取科学、透明和一致性措施。

第二条 总则

- (一) 双方应于谅解备忘录生效后一个月内指定联络点。
- (二) 双方应该根据对方要求提供相关信息,以建立双方之

间的互信，增进对对方为确保食品安全所制定的法律、法规、检验制度和证书等的理解。

（三）必要时，双方将召开部长级（包括副部长级）会议，对双边开展研究的进展和取得的成果进行评估。同时，为确保本备忘录的顺利实施，经双方同意，每年可举行司局级事务会议，就有关食品安全问题交流信息、开展调查和进行磋商。上述会议的时间和地点应提前3个月通过外交渠道告知对方。

第三条 合作领域

双方将：

（一）交流各自国家关于食品安全和质量标准的有关法律、法规和信息。

（二）在两国食品相关标准法规及检测技术领域进行合作。组织两国食品安全相关专家开展技术访问，以获取包括实验室检测和口岸检查等安全体系信息。为保证充足时间准备，应提前3个月通过外交渠道告知对方技术访问的日期。

（三）如发生严重危害消费者健康的食品安全问题，需要暂停进口有关企业的食品或加强检测时，应相互通报。通报时应提供的有关信息包括：产品种类、发现的问题、检验方法、检验结果、生产商、生产日期、进（出）口日期和进（出）境口岸等。

（四）对从进口食品中发现的质量安全问题，出口方接到通报后应及时开展调查，采取相应的整改措施，并向进口方进行通报。如有必要，在征得出口方的同意后，进口方可对发生问题的

企业进行实地考察，出口方应给予必要的协助。

(五) 如国内发生食品安全问题，应相互通报发生的原因及防止再次发生的管理措施。

(六) 如资源和资金条件许可，举行研讨会、说明会或开展联合培训。

第四条 经费

(一) 双方将承担各自依据本备忘录开展合作的所有经费。

(二) 任何一方应另一方要求提供协助，将由要求方支付所有费用，但由双方另有协商除外。

第五条 信息发布

在本备忘录范围内，双方合作过程中，任何一方均不得向第三方透露或散发由另一方传递的机密信息。信息散发要征得信息提供方的书面同意。信息散发工作遵守各自的有关机密信息发布的法律和法规。

第六条 修订

经双方书面同意，可对该谅解备忘录进行修改或补充。

第七条 生效、延期和终止

(一) 本备忘录在双方签署后开始实施，合作期为五年。

(二) 如果双方在合作期截止3个月前均未提出中止要求，则

该备忘录自动延长五年。

(三) 如果任何一方在合作期内提出终止本备忘录, 应在拟终止日前3个月通过外交渠道书面告知对方。本谅解备忘录的终止将不影响根据本备忘录届时正在开展项目和(或)计划的完成。

第八条 其他事项

本谅解备忘录的任何解释和(或)执行中存在的争议, 双方相关机构将通过协商解决。

本备忘录于201年 月 日在签署, 一式两份, 每份都用中文、亚美尼亚文、英文三种文字写成, 三种文本同等作准。如有理解上有分歧, 以英文为准。

中华人民共和国
国家质量监督检验检疫总局
代表

亚美尼亚共和国
农业部
代表

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE GENERAL ADMINISTRATION OF QUALITY
SUPERVISION, INSPECTION AND QUARANTINE
OF THE PEOPLE'S REPUBLIC OF CHINA
AND
THE MINISTRY OF AGRICULTURE
OF THE REPUBLIC OF ARMENIA ON FOOD SAFETY
(DRAFT)**

The General Administration of Quality Supervision, Inspection and Quarantine of the People's Republic of China and the Ministry of Agriculture of the Republic of Armenia hereinafter referred to as "Contracting Parties"; Aiming to protect human health of the two Nations and enhancing food safety level, Desiring to promote mutual cooperation in respect of information communication, experience of sharing and mutual cooperation of food safety, quality standards, On basis of not interfering each other in their individual food safety measures; have reached the following understanding:

Article 1

Objectives

The Contracting Parties agree to act in accordance with related laws and regulation of each Contracting Party as well as WTO/SPS agreement so as to enhance communication and cooperation to build up cooperation and a negotiation framework. For mutually concerned food safety issues, Contracting Parties will adopt scientific, transparent and consistent measures to timely exchange information and conduct negotiation.

Article 2

General Principles

- 1) Contracting Parties shall designate contract points within one month after this Memorandum of Understanding comes into effect.
- 2) Contracting Parties shall submit required information in order to build up mutual trust and enhance mutually understanding of legislation, related regulations, inspection system certificates in force , to provide food safety.
- 3) Contracting Parties, if necessary, shall convene Minister level of meetings (including Vice/Deputy Minister) to evaluate the result and progress of any research, done and to ensure execution of the Memorandum. Annual Director General level meetings on food safety information communication, investigation and conducting of negotiation can be arranged with the agreement of Contracting Parties. Date and place of these meetings shall be conveyed to the other side three months in advance through diplomatic channels.

Article 3

Cooperation Field

Contracting Parties shall:

- 1) Share with each other with national laws and regulations and information in respect of food safety and quality standards.
- 2) Mutually conduct cooperation in the field of food standard regulations and examination techniques, and carry out technical visits by food safety experts in order to obtain safety system information about laboratory examination and border inspection points, date and place of these visits shall be conveyed to the other side three months in advance through diplomatic channels.
- 3) In the event of any serious food safety problem with risk against consumer's

health, it is required to suspend the related food import, reinforce the inspection and notify the other party. Notification is required to provide related information including product types, problems found, inspection methods and results, production date, import (export) date and ports for import/export etc.

- 4) Whenever any quality and safety problem is discovered in the imported food, the export side has to immediately carry out related investigation and adopt the relative improvement measures, once it has been notified. Upon getting the consent of the export side, if necessary, the import side can conduct on-site inspection against the producer and the export side is required to give all necessary assistance.
- 5) If any food safety problems occur, the contracting parties should mutually report the causative reasons and subsequent preventive management measures.
- 6) Seminars, meetings and/or joint training should be conducted subject to adequate finance and resources.

Article 4

Expenses

- 1) Contracting Parties are individually responsible for the necessary expenses that may arise in the implementation of the Memorandum of Understanding.
- 2) Other than situations covered by other negotiations, expense incurred from any assistance rendered should be taken up by the party who raised the request.

Article 5

Information Release

Within the scopes of the Memorandum of Understanding, none of the Contracting Parties can release or disperse to any third party the confidential information which is sent by the other party. Neither party can release information without the written consent of the other party. In the event of releasing any information, the Contracting Parties should act in accordance with individual confidential information related laws and regulations.

Article 6

Amendments

This Memorandum of Understanding may be amended or supplemented upon mutual consent of Contracting Parties.

Article 7

Entry into Force, Extension and Termination

- 1) This Memorandum of Understanding shall enter into force once it has been signed officially and be valid for five years thereafter
- 2) If there is no further request raised by either Party upon expiry of three months of cooperative period, the Memorandum will automatically be in force for a period of 5 years.
- 3) Either Contraction party may terminate this Memorandum of Understanding by giving written notification to the other side through diplomatic channels three months before the required date of termination. Termination of this memorandum of Understanding shall not affect the completion of any ongoing programs and/or projects within the framework of this Memorandum of Understanding.

Article 8

Other Issues

Any dispute arising from the interpretation or implementation of this Memorandum of Understanding shall be solved through consultation and negotiation between the related institutions of the contracting parties.

Done in duplicate at on, 201 in the in Chinese, Armenian and English languages, all copies are equally authentic. In case of any divergence of interpretation, the English text shall prevail.

The General Administration of
Quality Supervision, Inspection
and Quarantine of the People's
Republic of China

Representative

The Ministry of Agriculture of the
Republic of Armenia

Representative