

MEMORANDUM OF UNDERSTANDING BETWEEN
THE MINISTRY OF FOOD AND DRUG SAFETY OF THE REPUBLIC OF KOREA AND
THE GENERAL ADMINISTRATION OF QUALITY SUPERVISION, INSPECTION
AND QUARANTINE OF THE PEOPLE'S REPUBLIC OF CHINA
ON FOOD SAFETY

The Ministry of Food and Drug Safety of the Republic of Korea and the General Administration of Quality Supervision, Inspection and Quarantine of the People's Republic of China (hereinafter referred to as "the Sides"),

Wishing to facilitate exchange of information, sharing of experience, and harmonization of food (including health functional food and Chinese traditional medicine export-imported as food materials) safety and quality standards between the Sides on the basis of equality, reciprocity and mutual benefit, and

Desiring to develop cooperation between the Sides in the areas of food safety and quality standards,

Have reached the following understanding:

Paragraph 1 Basic Principle

The Sides hereby confirm their intention to promote cooperation in the areas of food safety and quality standards in accordance with this Memorandum of understanding (hereinafter referred to as the "Memorandum"), the relevant laws and regulations of each country, and the World Trade Organization Agreement on the Application of Sanitary and Phytosanitary Measures (WTO SPS Agreement).

Paragraph 2 Areas of Cooperation

The Sides will:

- (a) exchange information on the relevant laws and regulations of each country as well as other information related to food safety and quality standards;
- (b) cooperate in the areas of standards, regulations and inspection techniques for food, food additives, etc. of the Sides;
- (c) exchange information on unqualified Chinese traditional medicine export-imported as food materials;
- (d) notify the other Side, if it is necessary to suspend imports or strengthen the inspection at entry level on food of the company involved in a food safety problem which poses a grave risk to consumer health of the Sides. When notifying, information will be provided on the kind of product, detected potential risk, inspection method,

inspection result, manufacturer, manufacturing date, import (export) date, import (export) port, etc.;

(e) The exporting Side will conduct an investigation promptly following the receipt of notification of quality and safety problems detected in imported food, and will inform the importing Side after taking corrective measures. The importing Side, if necessary, with the consent of the exporting Side, may conduct an on-site inspection on the company where the problem occurred and may hold a presentation on food safety, and the exporting Side will provide necessary support;

(f) study and discuss the way to utilize "Overseas Official Inspection Agencies and Authorization System", "Pre-confirmation-based Registration System of Import Foods" and "Export and/or Import Facilities Registration System" etc. to ensure food safety and to promote trade in food;

(g) The Korean Side will support establishing the Export Food and Agricultural Products Quality and Safety Demonstration Area of the Chinese Side, and the Sides will mutually cooperate to construct the Korea-Sino Food and Agricultural Products Quality and Safety Demonstration Area to ensure the safety of food and agricultural products exported to the two countries, and the details of cooperation will be discussed through cooperative committee; and

(h) hold symposiums, local presentations and/or offer joint training courses, subject to the availability of the resources and funds of each Side.

Paragraph 3 Cooperative Committee

1. The Sides will establish a cooperative committee (hereinafter referred to as "the Committee") to review the progress of cooperative activities under this Memorandum and discuss other issues related to this Memorandum.
2. The Committee will be composed of representatives designated by each Side.
3. Meetings of the Committee will be held annually and alternately in China and Korea, unless otherwise decided by the Sides.
4. The composition and agenda of each meeting of the Committee will be decided upon by the Sides in advance.
5. The Sides will designate their respective contact points to ensure efficient operation of the Committee.

Paragraph 4 Financial Arrangements

1. Each Side will bear its own costs in relation to the cooperative activities under this Memorandum.
2. Costs of any assistance provided by either Side at the request of the other will be borne by the requesting Side, unless otherwise decided by the Sides.

Paragraph 5 Release of Information

Neither Side may disclose or distribute to any third party any confidential information transmitted by the other Side in the process of cooperative activities under this Memorandum, except as and to the extent authorized in

writing to do so by that other Side.

Paragraph 6 Resolution of Disputes

Any disputes arising from the interpretation and/or implementation of this Memorandum will be resolved amicably through consultations between the Sides.

Paragraph 7 Validity and Termination

1. This Memorandum will come into effect on the date of its signature and will remain effective for a period of five years. It will be automatically renewed for successive periods of five years, unless either Side notifies the other in writing of its intention to terminate this Memorandum six months in advance.
2. This Memorandum may be amended with the mutual written consent of the Sides.
3. The termination of this Memorandum will not affect the duration or validity of any cooperative activities under this Memorandum which are in progress at the time of the notification of the termination of this Memorandum.

Signed in duplicate at Seoul on October 31, 2003, amended at Beijing on November 26, 2007 for the first time, and amended at Beijing on December 20, 2013 for the second time, in the Korean, Chinese and English languages, all texts being equally valid. In case of any divergence of interpretation, the English text will prevail.

For
the Ministry
of Food and Drug Safety
of the Republic of Korea

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

정승오

李海平