

**Memorandum of Understanding (MoU) between
the Ministry of Economy of the Republic of Chile and
the General Administration of Quality Supervision, Inspection and
Quarantine of the People's Republic of China on
Cooperation of Safety Assurance in Import and Export of
Aquatic Products**

In order to strengthen the bilateral cooperation and communication in the area of safety assurance in import and export of aquatic products to protect consumers' health and to guarantee the smooth development of bilateral trade of both countries, the Ministry of Economy of the Republic of Chile (hereinafter referred to as "Mineconomia") and the General Administration of Quality Supervision Inspection and Quarantine of the People's Republic of China (hereinafter referred to as "AQSIQ").

Pursuant to the prevailing laws and regulations of their respective countries, both Parties have reached the following understanding after friendly consultation:

Article 1 Purpose

By signing the MoU, both Parties agreed to establish cooperation mechanism on Safety Assurance in import and export of aquatic products to promote mutual understanding and trust between the two Parties.

Article 2 Scope of Cooperation

Both parties agreed to conduct cooperation in the following areas:

1. Inform the related information about import and export of fishery products safety;
2. Negotiate and cooperate on inspection and quarantine access of fishery products, including signing the relevant protocols of inspection and quarantine requirements, according to the requirements of the importing party;
3. Hold bilateral meeting;
4. Conduct personnel and technical exchange;
5. Communicate and consultation on the related requirements of import and export of fishery products;
6. Inform the information of unqualified products in bilateral trade;

7. Other cooperation that both parties agreed to conduct.

Article 3 Definition

In the MOU, "Aquatic products" refer to aquatic animals and the products derived from aquatic animals used for human consumption, including the products derived from Jellyfish, mollusc, crustacean, echinodermata, cephalochordata, fish, aquatic mammal, etc. and the products derived marine plants such as alga, etc., but live aquatic animals and the breeding materials of aquatic animals and plants not included.

Article 4 Information Notification

1. Both parties mutually inform each Party's laws, regulations and standards; inspection and quarantine procedure, methodologies and techniques on import and export of fishery products;

2. Both parties mutually exchange chemical residues of hazardous substances and aquatic animal diseases of both Parties' concern;

3. Before adopting new regulation and standards which may have potential impact on trade and safety assurance between both parties, the adopting party will inform the other party in advance. Upon request, the adopting party may give the latter a reasonable transitional period.

Article 5 Bilateral Meeting

A meeting regarding the safety assurance of aquatic products will be taken every four (4) years alternatively in each country. Provisional meeting(s) can be convened when needs arise, upon request of any party.

Article 6 Personnel Exchanges and Cooperation

Both parties agreed to conduct personnel exchange and cooperation including: The competent authorities of both parties carry out the exchange and cooperation of administrative measures of inspection, quarantine and supervision on import and export fishery products and laboratory testing methods;

For the convenience of the Both Parties making relevant preparations, the party shall

arrange the visit as soon as possible and inform the other party in advance.

Article 7 Requirements on Import and export of fishery products

Fishery products exported from one Party to the other Party should meet the following requirements:

1. exporters/agents in Chile which export fishery products to China should apply the record to the Chinese Party. Only those completing the record could export fishery products to China;

2. The manufacturing establishment exporting fishery products to China should meet the requirements of veterinary hygienic and public health stipulated by China and Chile laws and regulations. Registration of establishment for export to China is handled according to the Regulation for Administration of Registration of Foreign food Establishments by the Certification and Accreditation Administration of the People's Republic of China (CNCA). Only fishery products from establishments that have been registered by CNCA can be imported into China.

3. The fishery products destined for export will be packaged in accordance with the importing Party's laws, regulations and related standards. During the packaging, storage and transportation, fishery products should meet hygienic requirements and should be protected from being contaminated by poisonous and harmful substances;

4. Upon the request of the importing Party, such consignments of fish products should be accompanied by a health certificate confirming that the products meet the relevant requirements of the Memorandum and the public and veterinary health laws and regulations stipulated by China and Chile. The format and contents of the health certificates will be agreed upon by both parties in advance;

5. Other requirements of the importing party.

Article 8 Joint Cooperation of import and export control

In order to ensure the smooth progress of bilateral trade, both parties will set up a technology working group and carry out bilateral cooperation on the control of import and export of fishery products, take chilled fishery products as a pilot.

Article 9 Unqualified products informed

Both parties agreed to inform mutually the problem of substandard products in bilateral trade:

1. Finding the quality and safety problems existed about import of fishery products, the importing party should inform the exporting party through designated focal points (the unqualified information about aquatic products exported to China can be found at the website of www.aqsiq.gov.cn). The information includes name and registration numbers of the involved establishments, product category, quantity and weight, unqualified project, and other information required by the exporting party.

2. The exporting Party shall conduct investigation after receiving the notification and perform corrective measures accordingly, and feedback timely the investigation results and corrective measures performed to the import party.

Article 10 Contact Points

1. The Contact Points of the People's Republic of China is:
The Import and Export Food Safety Bureau of AQSIQ
Tel: 0086-10-82261882 Fax: 0086-10-82260174

2. The Contact Points of the People's Republic of Chile is:
National Bureau of Fisheries
Contact person: Cecilia Solis Fernandez
Tel: 56-2-32-2819202

Article 11 Funding

All cooperation activities carried out under this MoU are subject to the availability of funds, personnel, and other resources. Each party agreed to pay its own expenses associated with its participation in cooperative activities.

Article 12 Laws

This Memorandum is signed in order to develop and strengthen inter-agency cooperation between the Parties. Signatory authorities acknowledge and agree that this Memorandum of Understanding does not create any rights or impose any legally binding ties, including any rights to the authorities or third parties.

Article 13 Dispute Settlement

Any dispute between two parties during the interpretation and application of this MoU will be solved amicably through consultation, should it arise.

Article 14 Amendment

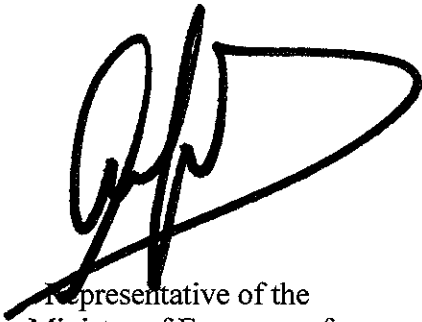
The MoU may be amended through diplomatic channel.

Article 15 Entry into Force, Duration and Termination

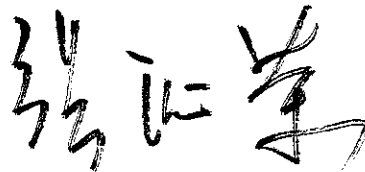
The MoU will enter into effect on the day of signing and remain effective for 5 years. This MoU may be automatically extended for another 5 years, unless one party notifies the other party in written form through diplomatic channel its intention to terminate this MoU within 6 months prior to the expiration of this MoU.

The termination of the MoU will not affect the ongoing cooperation activities under this MoU.

Done in duplicate at Beijing on November 6th 2014 in the Chinese, English and Spanish language. All versions are equally authentic. In case of any divergence in interpretation of the MoU, the English text will prevail.



Representative of the
Ministry of Economy of
The Republic of Chile



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