

MEMORANDUM OF UNDERSTANDING BETWEEN
THE NEW ZEALAND MINISTRY FOR PRIMARY INDUSTRIES
AND
THE UNITED ARAB EMIRATES MINISTRY OF CLIMATE
CHANGE AND ENVIRONMENT
ON THE SANITARY CONDITIONS FOR THE TRADE IN
FOOD, FEED AND ANIMAL BY-PRODUCTS.

In the context that:

- The United Arab Emirates (UAE) Ministry of Climate Change and Environment is responsible for the setting and administration of sanitary standards for food, animal feed and animal by-products imported into the UAE;
- The New Zealand Ministry for Primary Industries is responsible for the setting and administration of New Zealand sanitary standards;
- It is desirable to encourage cooperation on animal and public health matters and apply the principles of equivalence and regionalisation to the trade of New Zealand food, animal feed and animal by-products;
- It is desirable to encourage cooperation on sanitary matters including the prevention of the entry, establishment and spread of diseases; and
- New Zealand food, feed and animal by-product exports have been traded with the UAE for many decades without presenting any undue sanitary risk.

I PARTICIPANTS

- 1.1 This Memorandum Of Understanding is between the United Arab Emirates Ministry of Climate Change and Environment (MCCE) and the New Zealand Ministry for Primary Industries (MPI), hereinafter referred to as "the Participants".

II DEFINITIONS

2.1 For the purposes of this Memorandum Of Understanding:

- a) "Annex" means subsidiary documents to this Memorandum Of Understanding which set out the mutually determined mechanisms for applying, or outcomes derived from applying, the principles and processes outlined in the Paragraphs of this Memorandum Of Understanding.
- b) Animal means an animal that is raised or harvested to produce food (including fish, molluscs, crustacea and gastropods)
- c) "Animal by-products" means materials derived from animals that are not used for food and includes such materials as rendered meals, pelts and hides.
- d) "Feed" means any product of animal origin intended for animal consumption that provides nutritional support for the animal body.
- e) "Food" means any product of animal origin intended for human consumption that provides nutritional support for the human body.
- f) "Joint Committee" means the Committee established under the provisions of Paragraph XV. Committee has a corresponding meaning.
- g) "MCCE" means the United Arab Emirates Ministry of Climate Change and Environment.
- h) "MPI" means the New Zealand Ministry for Primary Industries.
- i) "Relevant International Organisations" means World Organisation for Animal Health (OIE) and Codex Alimentarius Commission (Codex).
- j) "SPS Agreement" means the Agreement on the Application of Sanitary and Phytosanitary Measures, which is part of the Marrakesh Agreement establishing the World Trade Organisation.
- k) The definitions in Annex A of the SPS Agreement and the relevant definitions developed by the Relevant International

Organisations and any other definitions approved by the Participants apply to this Memorandum Of Understanding and its implementation.

III SCOPE

- 3.1 This Memorandum Of Understanding covers the sanitary measures of the UAE applicable to New Zealand animal product (food, feed and animal by-product) exports to the UAE.
- 3.2 The New Zealand animal products covered by this Memorandum Of Understanding are specified in Annex 3.
- 3.3 This Memorandum Of Understanding applies to shelf life requirements, as presented by MPI with supporting evidence and determined to be acceptable by the Emirates Authority For Standardization and Metrology, but does not apply to requirements for labelling of foodstuff and nutritional labelling

IV MULTILATERAL OBLIGATIONS

- 4.1 Nothing in this Memorandum Of Understanding or the Annexes limits the rights or obligations of the Participants pursuant to the Agreement establishing the World Trade Organisation and its Annexes, and in particular the SPS Agreement.

V ANNEXES

- 5.1 The Participants will mutually determine Annexes which set out details for the implementation of this Memorandum Of Understanding. Any such Annex is an integral part of this Memorandum Of Understanding.
- 5.2 Each Participant responsible for the implementation of an Annex will take all necessary actions to do so within a period of time mutually determined as reasonable by the Participants.
- 5.3 The implementing Annexes will include the following:
 - (a) Annex 1: List of Contact Points

(b) Annex 2: Adaptation to Regional Conditions (Part 1) and Special Animal Health Status and Additional Animal Health Guarantees (Part 2)

(c) Annex 3: Equivalence Decisions and Special Guarantees

(d) Annex 4: Certification Arrangements and Establishment Listing/Approval

(e) Annex 5: Import Checks

5.4 The Participants may mutually determine to amend any Annex or add supplementary Annexes. Any such amendment or addition will be recorded in writing between the Participants and subsequently form part of this Memorandum Of Understanding.

VI ADAPTATION TO REGIONAL CONDITIONS

6.1 The MCCE recognises the absence of the animal diseases specified in Annex 2: Part 1 from New Zealand. Annex 2 Part 1 will be updated in accordance with the Terrestrial Animal Health Code or the Aquatic Animal Health Code as needed.

6.2 Where MPI considers that New Zealand has a special status with respect to any other specific animal disease, it may request recognition of this status. If such recognition is accorded, this will be recorded in Annex 2. The MCCE may request additional animal health guarantees in respect of imports of food, or feed or animal by-products appropriate to the status recorded in Annex 2: Part 2. The guarantees for specific diseases will, provided that there is mutual consent, be recorded in Annex 2: Part 2. Any disease specific guarantee will be in accordance with OIE standard(s).

6.3 Without prejudice to Paragraph 6.1 the MCCE will recognise MPI regionalisation decisions, as the basis for trade from New Zealand if an area(s) is affected by one or more of the diseases specified in Annex 2: Part 1.

VII EQUIVALENCE

7.1 The Participants recognise that the application of equivalence is an important tool for trade facilitation. A determination of equivalence may be made in relation to the partial or full equivalence of sanitary measures and related systems.

7.2 The recognition of equivalence requires an assessment and acceptance of:

- (a) the New Zealand legislation, standards and procedures, as well as the programmes in place to allow control and to ensure the MCCE's requirements are met.
- (b) the performance of MPI in relation to its regulatory control programme and assurances.

In this assessment, the MCCE will take account of experience already acquired.

VIII DETERMINATION OF EQUIVALENCE

- 8.1 The MCCE will accept the sanitary measures of New Zealand as equivalent to the corresponding sanitary measures of the UAE if MPI objectively demonstrates that its measures achieve the MCCE's appropriate level of sanitary protection. To facilitate a determination of equivalence the MCCE will, on request, advise MPI of the objective(s) of any relevant sanitary measure(s).
- 8.2 Where equivalence has not been recognised, New Zealand trade in food, feed and animal by-products may take place under the conditions required by MCCE to meet its appropriate level of protection as set out in Annex 3. MPI will meet MCCE's import conditions, without prejudice to the result of the process set out in Paragraphs VII and VIII.
- 8.3 Where a determination of equivalence has been made MCCE may request additional risk based guarantees for one or more category of food, feed or animal by-products. These guarantees will, provided that there is mutual consent, be recorded in Annex 3.

IX RECOGNITION OF SANITARY MEASURES

- 9.1 Annex 3 records those food, feed and animal by-product sectors, or parts of sectors, for which, at the date of signing of this Memorandum Of Understanding, the respective New Zealand sanitary measures are recognised as equivalent to UAE sanitary measures for the purposes of trade between the Participants. The Participants will take the necessary legislative and/or administrative actions to implement recognition of equivalence to allow trade on

that basis within 3 months of the date of signing of this Memorandum Of Understanding.

- 9.2 Annex 3 also records those food, feed and animal by-product food sectors, or parts of sectors, for which the Participants apply differing sanitary measures and for which the assessment provided for in Paragraphs VII and VIII has not been concluded. Pending recognition of equivalence, trade in goods from these sectors will take place under the conditions set out in Annex 3.
- 9.3 Each consignment of food, feed or animal by-products for which equivalence has been recognised will, unless otherwise specified in this Memorandum Of Understanding, have an official MPI veterinary certificate(s) or other original document(s), the model attestation, data elements and format for which is prescribed in Annex 4.

X VERIFICATION

- 10.1 In order to maintain confidence in the effective implementation of the provisions of this Memorandum Of Understanding the MCCE may carry out audit and verification procedures of all or part of New Zealand's sanitary system, including, where appropriate:
- (a) reviews of the inspection and audit programmes; and
 - (b) on-site audit¹.
- 10.2 These procedures will be based on ISO 19011.
- 10.3 The MCCE may also carry out import checks on consignments on importation consistent with Paragraph XI the results of which will form part of the verification process.

XI IMPORT CHECKS

- 11.1 Any import checks applied to New Zealand food, feed or animal by-products imported into the UAE will take account of the history and previous performance of such importations and will be risk based.
- 11.2 All import checks will be carried out in the least trade restrictive manner possible and without undue delay.

¹ On site audits may include other regulatory matters relating to food or feed suitability if mutually determined by the Participants.

- 11.3 In the event that an import check reveals non-conformity with the relevant standards and/or requirements, any action taken by the MCCE will be proportionate to the risk involved. At the request of MPI, the MCCE will to the maximum extent ensure that MPI officials or their representatives are given the opportunity to contribute any relevant information to assist MCCE in taking a final decision on the disposition of the product.
- 11.4 Annex 5 records the frequency and nature of import checks and reflects the history and previous performance of New Zealand importations into the UAE.
- 11.5 The frequency and nature of import checks may be reassessed periodically by the Committee established under Paragraph XV of this MOU.

XII NOTIFICATION

- 12.1 MPI will inform the MCCE through the contact point in Annex 1 in a timely and appropriate manner if:
- (a) there is a significant change in the status of animal health in New Zealand such as the presence and evolution of diseases referred to in Annex 2:Part 1;
 - (b) there are findings of epidemiological importance with respect to diseases which are not in Annex 2:Part 1, or new animal diseases;
 - (c) any significant additional measures are taken to control or eradicate diseases or to protect human health; and
 - (d) There are any significant changes in preventative policies, including vaccination policies for diseases listed in Annex 2:Part 1
- 12.2 In cases of serious and immediate concern with respect to human or animal health, an electronic mail notification will be made with urgency to the MCCE contact point and will be followed with an official detailed written confirmation within 7 days.
- 12.3 If the MCCE has serious concerns regarding a risk to human or animal health, consultations regarding the situation will, on request, take place as soon as possible, and in any case within 30 days unless otherwise mutually determined between the

Participants. Each Participant will endeavour in such situations to provide all the information necessary to avoid a disruption in trade, and to reach a mutually acceptable solution.

- 12.4 Without prejudice to the preceding paragraphs of this Paragraph and, in particular, Paragraph 12.3, the MCCE may, on serious human or animal health grounds take provisional measures necessary for the protection of human or animal health. These measures will be notified in writing within 72 hours to the MPI contact point in Annex 1. On request, consultations regarding the situation will be held within 15 days unless otherwise mutually decided by the Participants.

XIII TRANSPARENCY

- 13.1 The Participants, through the contact points in Annex 1, will exchange information relevant to the implementation of this Memorandum Of Understanding, on a uniform and systematic basis, to provide assurance, engender mutual confidence and demonstrate the efficacy of the programmes controlled. Where appropriate, achievement of these objectives may be enhanced by exchanges of officials.
- 13.2 The information exchange on changes in the respective sanitary measures, and other relevant information, will include:
- (a) in advance of their finalisation, the opportunity to consider proposals for changes in regulatory standards or requirements which may affect this Memorandum Of Understanding;
 - (b) briefing on current developments affecting trade between the Participants; and
 - (c) information on the results of the verification procedures provided for in Paragraph X and XI.

XIV CONSULTATION

- 14.1 Either Participant may, by written notice to the other, request consultations if it considers that:

- a) any matter under this Memorandum Of Understanding has not been, or is not being, fulfilled;
- b) there is difficulty with the interpretation or application of this Memorandum Of Understanding; or
- c) trade between New Zealand and the United Arab Emirates has been, or is likely to be, disrupted as a result of any issue within the scope of this Memorandum Of Understanding.

14.2 In order to seek an early, equitable and mutually satisfactory solution to the matter of concern, the Participants will promptly enter into consultations following receipt of notice given under Paragraph 14.1.

XV JOINT COMMITTEE

15.1 A Joint Committee consisting of representatives of the Participants is hereby established. The Committee will consider any matters relating to this Memorandum Of Understanding and will examine all matters which may arise in relation to its implementation. The Committee will act by consensus.

15.2 The Committee will periodically review this Memorandum Of Understanding, with a view to updating it, if required. Any modifications will be jointly determined and confirmed in writing by the Participants.

15.3 The Committee will meet annually, or as jointly decided. Meetings will be held at a time and in a manner mutually arranged by the Participants. In general, the venue for meetings in person will alternate between the UAE and New Zealand. The Participants will bear the cost of their own participation in such meetings, unless otherwise mutually determined.

XVI FINAL UNDERSTANDINGS

16.1 This Memorandum Of Understanding will take effect from the date of signature by both of the Participants.

16.2 Either Participant may terminate this Memorandum Of Understanding at any time by giving at least six (6) months' written notice informing the other Participant of its intention to terminate the Memorandum Of Understanding.

- 16.3 Termination of this Memorandum Of Understanding will not affect the validity and duration of any on-going activities and/or programmes under this Memorandum Of Understanding, which will continue until their completion unless the Participants mutually decide otherwise.
- 16.4 Amendments to this Memorandum Of Understanding, may be made at any time in writing by mutual determination of the Participants. Amendments will take effect as mutually determined by the Participants.
- 16.5 This MOU constitutes the entire arrangement among the Participants with respect to the subject matter hereof, and supersedes all prior discussions and writings with respect to the subject matter.

Signed at Auckland on this 18th day of March 2016 in two languages, Arabic and English. The English and Arabic texts of this Memorandum Of Understanding are equally valid. In the event of any divergence between those texts, the English text will prevail.



Julie Collins
Acting Deputy Director-General
Policy, Ministry for Primary
Industries

**on behalf of the Ministry for
Primary Industries of New
Zealand**



Dr Majid Al Qassimi
Director of Animal Health and
Development Department

**on behalf of the Ministry of
Climate Change and
Environment of the United
Arab Emirates**

ANNEX 1: LIST OF CONTACT POINTS

MOCCAE

Eng. Alia bin Harib
Food Safety Policies & Regulations Expert
T +971 4 2148 440 E: foodsafety@moccae.gov.ae

MPI

Consul and Regional Agriculture Counsellor
New Zealand Embassy to the UAE
T +971 56 563 2100

ANNEX 2: PART 1 : ADAPTATION TO REGIONAL CONDITIONS

Animal Diseases for which regionalisation decisions will be taken
Foot and Mouth Disease
Swine Vesicular Disease
Vesicular Stomatitis
African horse sickness
African Swine fever
Bluetongue
Highly pathogenic Avian Influenza ²
Newcastle disease
Peste des petits ruminants
Rinderpest
Classical swine fever
Contagious bovine pleuropneumonia
Sheep and goat pox
Rift Valley fever
Lumpy skin disease
Infectious haematopoietic necrosis (IHN)
Spring viraemia of carp (SVC)
Viral haemorrhagic septicaemia (VHS)

² Without prejudice to Paragraph 6.3 MCCE will recognise MPI regionalisation decisions, after an examination of data provided by MPI relating to the regionalisation decision

ANNEX 2 PART 2: ABSENCE OF SPECIFIED DISEASES FROM NEW ZEALAND AND ADDITIONAL ANIMAL HEALTH GUARANTEES

Animal disease absent from New Zealand	Additional Guarantees	Animal disease absent from New Zealand	Additional Guarantees
<p>Akabane disease Anthrax Aujeszky's disease Bluetongue Bovine anaplasmosis Bovine babesiosis Bovine spongiform encephalopathy Bovine viral diarrhoea type 2 Brucella abortus Brucella melitensis Brucella suis Chronic wasting disease Contagious agalactia Contagious caprine pleuropneumonia Contagious equine metritis Dourine (Trypanosoma equiperdum) Duck viral enteritis Duck viral hepatitis Echinococcosis/hydatidosis Enzootic abortion of ewes Epizootic haemorrhagic disease Equine encephalomyelitis (Eastern and Western) Equine infectious anaemia Equine influenza Equine viral arteritis European foulbrood Fowl typhoid Glanders Heartwater (Ehrlichia ruminantium)</p>	<p>None</p>	<p>Infectious bursal disease Japanese encephalitis Lumpy skin disease Maedi-visna Nairobi sheep disease Newcastle disease New world screwworm (Cochliomyia hominivorax) Nipah virus encephalitis Old world screwworm (Chrysomya bezziana) Ovine pulmonary adenomatosis Peste des petits ruminants Porcine cysticercosis Porcine reproductive and respiratory syndrome Pullorum disease Q fever Rabies Salmonellosis (S. abortusovis) Schmallenberg virus Scrapie Surra (Trypanosoma evansi) Theileriosis (T. parva and Tannulata) Tracheal mite (Acarapis woodi) Transmissible gastroenteritis Tropilaelapsmites Trypanosomiasis (tsetse transmitted) Turkey rhinotracheitis Venezuelan equine encephalomyelitis West Nile virus</p>	<p>None</p>

ANNEX 3: EQUIVALENCE DECISIONS AND SPECIAL GUARANTEES

Animal products	New Zealand Regulations	United Arab Emirate Regulations	Special guarantees	Equivalence ³	MCCE measure(s) for Food, Feed and Animal by-products that are not recognised as equivalent
Live Aquaculture Animals and Aquaculture Products for human consumption	Animal Products Act (1999) ⁴ Biosecurity Act (1993)	Food Safety Law No 10 for year 2015 ⁵	None	Yes	None
Aquaculture Products (chilled and Frozen) for human consumption	Animal Products Act (1999) Biosecurity Act (1993)	Food Safety Law No 10 for year 2015	None	Yes	None
Fresh (chilled and Frozen) Meat derived from ovine, caprine, bovine and cervine animals	Animal Products Act (1999) Biosecurity Act (1993)	Food Safety Law No 10 for year 2015	None	Yes	None
Fresh Poultry Meat (chilled and Frozen) derived from <u>Galliformes</u> animals	Animal Products Act (1999) Biosecurity Act (1993)	Food Safety Law No 10 for year 2015	None	Yes	None
Meat Products (dried, cooked, fermented) derived from ovine, caprine, bovine, cervine and <u>Galliformes</u> animals	Animal Products Act (1999) Biosecurity Act (1993)	Food Safety Law No 10 for year 2015	None	Yes	None

³ Equivalence recognized. New Zealand laws, regulations, control programs and other assurances cumulatively provide the same level of protection attained by UAE. Import certificates for animal products, or by-products from New Zealand should match the model agreed by both Parties and include any agreed attestations.

⁴ The Animal Products Act (1999) and its associated secondary and tertiary legislation and standards

⁵ The Food safety Law No 10 for year 2015 and its associated technical regulations and standards

Minced Meat and Meat Preparations (frozen or chilled) derived from ovine, caprine, bovine, cervine and Galliformes animals	Animal Products Act (1999) Biosecurity Act (1993)	Food Safety Law No 10 for year 2015)	None	Yes	None
Egg and Egg Products	Animal Products Act (1999) Biosecurity Act (1993)	Food Safety Law No 10 for year 2015)	None	Yes	None
Ocean caught wild Fisheries Products (chilled, frozen, dried, cooked)	Animal Products Act (1999) Biosecurity Act (1993)	Food Safety Law No 10 for year 2015)	None	Yes	None
Farmed Game Meat (frozen or chilled) derived from cervine animals	Animal Products Act (1999) Biosecurity Act (1993)	Food Safety Law No 10 for year 2015)	None	Yes	None
Wild Game Meat (frozen or chilled) derived from cervine animals	Animal Products Act (1999) Biosecurity Act (1993)	Food Safety Law No 10 for year 2015)	None	Yes	None
Milk and Milk Products derived from bovine, caprine, ovine and cervine animals	Animal Products Act (1999) Biosecurity Act (1993)	Food Safety Law No 10 for year 2015)	None	Yes	None
Hides and pelts derived from bovine, caprine, ovine and cervine animals	Animal Products Act (1999) Biosecurity Act (1993)	Food Safety Law No 10 for year 2015)	None	Yes	None
Petfood (chilled, frozen, dried, cooked) derived from ovine,	Animal Products Act (1999)	Food Safety Law No 10	None	Yes	None

caprine, bovine, cervine and Galliformes animals	Biosecurity Act (1993)	for year 2015)			
Rendered meals for animal consumption derived from ovine, caprine, bovine ⁶ , cervine and Galliformes	Animal Products Act (1999) Biosecurity Act (1993)	Food Safety Law No 10 for year 2015)	None	Yes	None
Honey for human consumption	Animal Products Act (1999) Biosecurity Act (1993)	Food Safety Law No 10 for year 2015)	None	Yes	None

⁶ To prevent the establishment and amplification of Bovine Spongiform Encephalopathy (BSE) through animal feed in the UAE, MOEW implements measures to ensure that rendered meals containing ruminant protein are not used in feeds material for ruminants. These measures include specific labelling requirements of imported rendered meals.

ANNEX 4: CERTIFICATION ARRANGEMENTS AND ESTABLISHMENT LISTING/APPROVAL

PART 1 Official health certificates will cover consignments of food, feed and animal by-products.

Section 1: Health attestations:

- (a) For commodities with equivalence 'Yes' as listed in Annex 3;
- (i) The following model health attestation is to be used;
- "The animal product(s) herein described, complies/y with the relevant UAE standards and requirements which have been recognized as equivalent to the New Zealand standards and requirements as prescribed in the UAE/MPI Sanitary Memorandum Of Understanding.

AND

- (ii) The additional attestation(s) described in Annex 2: Part 2 and Annex 3, as relevant and referred to as "Special Guarantees" within Annex 2: Part 2 and Annex 3, will be used.

Section 2: Completion of Certificates:

- (a) When issuing a paper certificate, the signature and official seal applied must be in a colour different to that of the printing.
- (b) When a paper official health certificate is issued by MPI the official health certificate will be issued in English, as well as Arabic.
- (c) Each consignment intended for export will be supported by an original official health certificate(s), or original veterinary document(s) or other original document(s) where specified under the Memorandum Of Understanding. Consignments of commodities for which the model health attestation as referred to in Section 1 paragraph (a)(i) is prescribed the additional attestation to be used when certificates are issued after the date of departure⁷ of consignments:
- "The undersigned officer certifies this consignment on the basis of eligibility document(s) (specify reference to the appropriate Eligibility Document(s) ED)) issued on (insert date), which were ascertained by him/her and were issued prior to the departure of the consignment".

Section 3: Electronic Data Transmission⁸:

- (a) The exchange of original official health certificate(s) or other original document(s)/ information may occur by paper based systems and /or secure methods of electronic data transmission offering equivalent certification guarantees, including the use of digital signature and the non-repudiation mechanism.
- (b) MCCE and MPI have mutually determined MPI's E-cert data transmission systems offers equivalent guarantees to paper based certification.
- (c) MCCE and MPI will mutually determine an implementation date for electronic data transmission in writing. From this date, paper based official health certificates will no longer be printed by MPI or used for the purposes of import clearance by MCCE.

⁷ Date of departure is the date on which the vessel left the final port of New Zealand. Other export documentation required under UAE Federal legislation for food or feed suitability may be issued after the date of departure if the sanitary certificate bears the attestation prescribed in Section 2 (c).

⁸ Other export documentation required under UAE Federal legislation for food or feed suitability may also be issued through MPI's E-cert data transmission system and will not require consularisation.

Section 4: Business Continuity

- (a) Where electronic data transmission is exclusively used for electronic official health certificates in accordance with Section 3 (c) of Annex 4 the following contingency process will be followed in the event of data exchange or complete information system failure;
 - (i) In the event of data exchange failure between either country where health certificate information is unable to be exchanged, a scanned copy of a signed (paper) health certificate must be provided via email (or other means) to the destination border inspection post until normal data exchange functionality is restored.
 - (ii) In the event of a catastrophic system failure resulting in MPI being unable to print health certificates, health certificate information, including the certificate number, will be provided via email (or other means) to the destination border inspection posts until normal information technology functionality is restored.
 - (iii) In either of the circumstances referred to in (a) i. or ii. the corresponding E-cert or paper certificate will be provided to the destination border inspection post when the functionality has been restored.
- (b) In case of crisis situations derogations to Section 3 will be mutually determined by the Participants.

Section 5: Use of official certificates or other original document(s)/ information

- (a) The official health certificate will be issued and available to the border inspection post
- (b) Onward certification – where the animal product is imported from New Zealand for the purposes of re-export, and the final destination country requires a copy of the MPI health certificate (or other original export document/certificate(s)), the following procedure will be applied:
 - (i) UAE officials responsible for onward certification will print a pdf copy of the original electronically transmitted certificate(s) via online access to the MPI E-cert system
 - (ii) The printed pdf copy of the original electronically transmitted certificate(s) will be authenticated as a copy of the original certificate.

PART 2 Food, Feed and Animal by product establishment listing/approval

Food, feed and by-product processing and storage establishments in New Zealand with MPI approval and listing⁹ (certification) will not be required to be approved or listed by the MCCE.

⁹ The New Zealand list of approved establishments are listed on MPI website

ANNEX 5: IMPORT CHECKS¹⁰

IMPORT CHECKS ON CONSIGNMENTS OF ANIMAL PRODUCTS

Type of import check¹¹:	Rate in %
1. Documentary and Identity checks MCCE will perform documentary checks	100
Identity check means a discretionary ¹² confirmatory check by MCCE to ensure that the sanitary certificate(s)/document(s) or other document(s) correspond with the product within the consignment. In the case of sealed containers, an identity check will consist of verifying that the seals are intact and that container identity information and the seal number correspond to those given in the accompanying sanitary documentation or certificate.	
2. Physical checks (including random or targeted Food, Feed and Animal by-products) listed in Annex 3	1

¹⁰ For the purposes of this Annex, 'consignment' means a quantity of products of the same type, covered by the same veterinary certificate(s) or veterinary document(s), or other document(s), conveyed by the same means of transport and coming from the same third country or part of such country. "Same means of transport" means carrier (e.g. vessel, aircraft).

¹¹ MCCE may delegate these activities, including physical inspections, to the local competent authorities, in accordance with UAE Federal legislation.

¹² In accordance with UAE sanitary and food and feed suitability Federal legislation.