

**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 AND PHYTOSANITARY CONDITIONS
FOR THE TRADE IN PLANT PRODUCTS AND PROCESSED
FOOD**

In the context that:

- The United Arab Emirates (UAE) Ministry of Climate Change and Environment is responsible for the setting and administration of sanitary and phytosanitary standards for plant products and processed food imported into the UAE;
- The New Zealand Ministry for Primary Industries is responsible for the setting and administration of New Zealand sanitary and phytosanitary standards.
- It is desirable to encourage cooperation on plant and public health matters and apply the principles of equivalence to the trade of New Zealand plant products and processed foods.
- It is desirable to encourage cooperation on sanitary and phytosanitary matters.
- New Zealand plant products and processed foods exports have been traded with the UAE for many decades without presenting any undue sanitary or phytosanitary 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) "Food¹" means any product intended for human consumption that provides nutritional support for the human body which is not within the scope of the Memorandum Of Understanding between the United Arab Emirates Ministry of Climate Change and Environment and the New Zealand Ministry for Primary Industries on the Sanitary Conditions for the Trade in Food, Feed and Animal By-Products.
- (c) "Joint Committee" means the Committee established under the provisions of Paragraph XIV. Committee has a corresponding meaning.
- (d) "MCCE" means the United Arab Emirates Ministry of Climate Change and Environment.
- (e) "MPI" means the New Zealand Ministry for Primary Industries.
- (f) "Processed food" means any food other than a raw agricultural commodity and includes any raw agricultural commodity that has been subject to processing, such as canning, cooking, freezing, dehydration or milling. Processed foods includes, but is not limited to, the freezing or dehydration of fruits and vegetables or transforming grain and animal products into bakery products.

¹ Food include plant products for human and animal consumption

- (g) "Relevant International Organisations" means The Codex Alimentarius Commission (Codex), and International Plant Protection Convention (IPPC).
- (h) "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.
- (i) The definitions in Annex A of the SPS Agreement and the relevant definitions developed by the Relevant International Organisations and other definitions approved by the Participants, apply to the implementation of this Memorandum Of Understanding.

III SCOPE

- 3.1 This Memorandum Of Understanding covers the sanitary and phytosanitary measures of the UAE applicable to New Zealand plant products and processed food exports to the UAE.
- 3.2 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: Plant Products and Processed Foods which are not Equivalent.
- (c) Annex 3: Import Checks on Consignments of Plant Products and Processed Foods

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 EQUIVALENCE

6.1 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 and/or phytosanitary measures and related systems.

6.2 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.

VII DETERMINATION OF EQUIVALENCE

7.1 The MCCE will accept the sanitary and/or phytosanitary 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 and/or phytosanitary protection. To facilitate a determination of equivalence the MCCE will, on request, advise MPI of the objective(s) of any relevant sanitary or phytosanitary measure(s).

- 7.2 Where equivalence has not been recognised, New Zealand trade in plant products and processed food may take place under the conditions required by MCCE to meet its appropriate level of protection as set out in Annex 2. MPI will meet MCCE's import conditions, without prejudice to the result of the process set out in Paragraphs VI and VII.

VIII RECOGNITION OF SANITARY AND PHYTOSANITARY MEASURES

- 8.1 The Participants have, at the date of signing of this Memorandum Of Understanding, mutually determined the equivalence of New Zealand plant products and processed foods sanitary and phytosanitary measures for the purposes of trade.
- 8.2 Annex 2 specifies those plant products and processed foods which are not equivalent. Pending recognition, trade will take place under the conditions set out in Annex 2.
- 8.3 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.
- 8.4 Each consignment of food or processed food for which equivalence has been recognised will unless otherwise specified in this Arrangement, not be required to have a MPI health certificate.
- 8.5 Each consignment of fresh or chilled plant products that is not processed food must have a MPI health (phytosanitary) certificate. The health certificate will follow the template prescribed by the IPPC (ISPM 12) and be completed in English.

IX VERIFICATION

- 9.1 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 and phytosanitary system, including, where appropriate:
- (a) reviews of the inspection and audit programmes; and

(b) on-site audit.²

9.2 These procedures will be based on ISO 19011.

9.3 The MCCE may also carry out import checks on consignments on importation consistent with Paragraph X, the results of which will form part of the verification process.

X IMPORT CHECKS

10.1 Any import checks applied to New Zealand food and processed foods imported into the UAE will take account of the history and previous performance of such importations and will be risk based.

10.2 All import checks will be carried out in the least trade restrictive manner possible and without undue delay.

10.3 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.

10.4 Annex 3 records the frequency and nature of import checks.

10.5 The frequency and nature of import checks may be reassessed periodically by the Committee established under Paragraph XIV of this MOU.

XII NOTIFICATION

11.1 MPI will inform the MCCE through the contact point in Annex 1 in a timely and appropriate manner when any significant additional food safety measures are taken to protect human health.

11.2 In cases of serious and immediate concern with respect to human or plant 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.

² On site audits may include other regulatory matters relating to food or feed suitability if mutually determined by the Participants

- 11.3 If the MCCE has serious food safety concerns, 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.
- 11.4 Without prejudice to the preceding paragraphs of this Paragraph and, in particular, Paragraph 11.3, the MCCE may, on serious human health grounds take provisional measures necessary for the protection of human 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.

XII TRANSPARENCY

- 12.1 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.
- 12.2 The information exchange on changes in SPS 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 IX and X.

XIII CONSULTATION

- 13.1 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.

13.2 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 13.1.

XIV JOINT COMMITTEE

14.1 The Joint Committee established under the Memorandum Of Understanding between the United Arab Emirates Ministry of Climate Change and Environment and the New Zealand Ministry for Primary Industries on the Sanitary Conditions for the Trade in Food, Feed and Animal By-Products will consider any matters relating to this Memorandum Of Understanding and will examine all matters which may arise in relation to its implementation.

XV FINAL UNDERSTANDINGS

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

15.2 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.

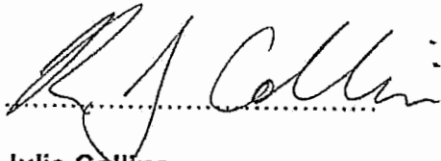
15.3 Termination of this Memorandum Of Understanding will not affect the validity and duration of any on-going activities and/or programmes under this Memorandum Of Understanding, which will continue until their completion unless the Participants mutually decide otherwise.

15.4 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: PLANT PRODUCTS AND PROCESSED FOODS WHICH ARE NOT EQUIVALENT

Description of Plant products and/or Processed Food	MCCE requirements for Plant products and/or Processed Food that are not recognised as equivalent
None	None

ANNEX 3: IMPORT CHECKS

IMPORT CHECKS ON CONSIGNMENTS OF PLANT PRODUCTS AND PROCESSED FOODS

Type of import check ³ :	Rate in %
<p>Documentary and Identity checks MCCE may perform documentary checks and identity checks on plant products and Processed foods.</p> <p>Identity check means a discretionary⁴ confirmatory check by MCCE to ensure that the 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 documentation or certificate.</p>	100
<p>2. Physical checks (including random or targeted) Processed foods and plant products.</p>	0.5

³MCCE may delegate these activities, including physical inspections, to a responsible person or an agency, in accordance with UAE Federal legislation.

⁴In accordance with UAE sanitary and food and feed suitability Federal legislation.