

法規名稱：MEMORANDUM OF UNDERSTANDING ON COOPERATION AND INFORMATION EXCHANGE CONCERNING FOOD SAFETY BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN AUSTRALIA AND THE AUSTRALIAN OFFICE IN TAIPEI

簽訂日期：民國 108 年 10 月 29 日

生效日期：民國 108 年 10 月 29 日

The Memorandum of Understanding (MOU) embodies understandings between the Taipei Economic and Cultural Office (TECO) in Australia and the Australian Office in Taipei (hereinafter referred to as the ‘Participants’). The MOU sets out a framework through which the Food and Drug Administration of the Ministry of Health and Welfare, Taiwan (TFDA) and the Australian Government Department of Agriculture, will exchange information, cooperate and collaborate on food safety matters to strengthen the safety of food and minimize negative effect on bilateral food trade. The two Participants will cooperate on equal and reciprocal terms.

1. AIMS

- (a) To promote the exchange of information and increased understanding concerning food safety to the benefit of both Participants.
- (b) To enhance the strength of each Participant through training and risk assessment of food safety issues.
- (c) To discuss with a view to resolving food safety matters in order to strengthen the safety of food.

2. COOPERATION AND INFORMATION EXCHANGE ACTIVITIES

- (a) The Participants will explore opportunities for cooperation in food safety activities, including through:
 - Information exchange - including on post market surveillance and border inspection and reports, workshops and conferences;
 - International risk assessment programs - by promoting risk assessment cooperation plans for related projects in both Taiwan and Australia, the objectives of which are to enhance the risk assessment capabilities of both Participants, develop international collaborative platforms and enable full participation in international food safety programs;
 - Secondments - to facilitate collaboration on: residue control of pesticides and veterinary drugs; exposure assessment of contaminants and food additives; microbiological contaminants; and related food safety matters, between relevant specialists, subject to the operational constraints of each Participant; and
 - Discussions - about food safety issues of mutual interest.

3. FINANCIAL RESPONSIBILITIES

- (a) Each Participant will be responsible, unless otherwise mutually determined, for its own expenses incurred in any collaboration activities.
- (b) Each Participant will bear the travel expenses of its own staff during exchange programs and visits.

4. IMPLEMENTATION

- (a) Bilateral meetings will be held on a needs basis as mutually determined by Participants to:
 - share information;
 - develop and review cooperation activities; and
 - discuss food safety issues of interest to both Participants.
- (b) Participants recognise existing forums can be used, as appropriate and as required, for discussion of food safety issues covered under this MOU.
- (c) Each Participant will include other agencies as appropriate.

5. LIAISON OFFICIALS

Taiwan	Australia
Director	Assistant Secretary
Food Safety Division	Export Standards
Taiwan Food and Drug	Branch
Administration	Exports Division
Ministry of Health and	Department of
Welfare	Agriculture

6. CONFIDENTIALITY

- (a) Information shared between the Participants will be kept confidential by the Participants as a matter of course unless otherwise mutually determined by the Participants.

7. COMING INTO EFFECT

- (a) This MOU will come into effect on the date of signature, and replace the Memorandum of Understanding on Cooperation and Information Exchange Concerning Food Safety between the Taipei Economic and Cultural Office in Australia and the Australian Office, Taipei - signed on 20 June 2012.

8. REVIEW, AMENDMENT AND TERMINATION

- (a) Upon coming into effect, the provisions of this MOU will be jointly reviewed by the Participants after three (3) years from the date of coming into effect.
- (b) This MOU may be amended and supplemented as mutually consented to in writing by both Participants at any time.
- (c) This MOU does not preclude the Participants having additional arrangements concerning food safety.
- (d) Either Participant may terminate this MOU at any time by giving six (6) months ' prior written notice to the other Participant. This MOU will cease to have effect six (6)

months after receipt thereof by the other Participant.

Signed at Taipei on 29 October 2019 in duplicate in the English language.

For the Taipei
Economic and Cultural
Office in Australia

For the Australian
Office in Taipei

Mr. Yii-Lih Charng
Representative

Mr. Gary Cowan
Representative