

MoU

Badan POM RI dengan (MPI)

New Zealand



REPUBLIK INDONESIA

**ARRANGEMENT
BETWEEN
THE NATIONAL AGENCY OF DRUG AND FOOD CONTROL
OF THE REPUBLIC OF INDONESIA
AND
THE MINISTRY FOR PRIMARY INDUSTRIES OF NEW ZEALAND
REGARDING FOOD SAFETY COOPERATION**

The National Agency of Drug and Food Control ("NADFC") of the Republic of Indonesia and the Ministry for Primary Industries ("MPI") of New Zealand (hereinafter referred to as "the Participants"),

DESIRING to further strengthen the friendship and cooperation between the two Participants,

RECOGNISING the wider relationship between the two countries and the importance of ensuring ongoing coordination of cooperative activities with other government agencies,

INTENDING to promote benefits of mutual interest in the field of food safety,

TAKING INTO ACCOUNT the objectives, empowerments and commitments contained within Chapter 5 Sanitary and Phytosanitary Measures of the Agreement Establishing the ASEAN-Australia-New Zealand Free Trade Area signed at Cha-am on 27 February 2009.

PURSUANT TO the prevailing laws and regulations of their respective countries.

HAVE reached the following understandings:

PARAGRAPH 1

OBJECTIVE

The objective of this Arrangement is to create and consolidate cooperation in the field of food safety between Indonesia and New Zealand, particularly as it relates to the management of risks associated with trade between the two countries within the respective competencies of the Participants.

PARAGRAPH 2

AREAS OF COOPERATION

The areas of potential cooperation of this Arrangement include, but are not limited to, the following areas:

1. Exchange of information on food safety policy, including laws, regulations, and standards;
2. Cooperation programmes on:
 - food safety risk analysis;
 - expert exchanges on food safety;
 - food inspection and certification systems;
 - food monitoring and surveillance systems including rapid alert and emergency response;
 - food borne outbreak investigation and response system;
 - food standards systems;
 - food testing laboratories;
3. Recognition of the equivalence of measures as decided by the Participants;
4. Capacity building on food safety, including comprehensive study in specific areas;
5. Cooperation in the field of formal post graduate education on food science, technology and risk analysis;

6. Regulatory assessments and registration processes;
7. Direct and timely notification of cases of serious and immediate concern with respect to public health, or fraudulent practices associated with food traded between the two countries;
8. Other areas of interest to the Participants within their responsibilities as they may mutually determine.

**PARAGRAPH 3
IMPLEMENTATION**

The implementation of the areas of cooperation set forth in PARAGRAPH 2 of this Arrangement will be carried out through special arrangements to be mutually decided by the Participants.

**PARAGRAPH 4
CONSULTATION FORUM**

1. The Participants will establish a Consultation Forum to facilitate the implementation of this Arrangement;
2. The Consultation Forum will be jointly chaired by senior representatives of the Participants;
3. The Consultation Forum will jointly decide Implementing Arrangements and will initially develop and recommend an action plan outlining the joint work programme for the next two years. Decisions made by the Consultation Forum will be documented in writing and signed by the co-chairs.
4. The Consultation Forum may establish technical working groups or other meetings of officials to further facilitate the programme of cooperation and the wider objectives of this Arrangement.
5. The Consultation Forum will monitor and review the implementation of this Arrangement on a periodic basis and will prepare written reports as

and where required on the progress of the cooperation.

6. Meetings of the Consultation Forum may occur in person, or via electronic means.

**PARAGRAPH 5
FINANCIAL AND HUMAN RESOURCES**

1. Implementation of this Arrangement is subject to the availability of funding and personnel of each Participant;
2. Each Participant will bear its own costs which arise from the implementation of cooperative activities under this Arrangement unless otherwise mutually decided by the Participants.

**PARAGRAPH 6
INTELLECTUAL PROPERTY RIGHTS**

If any intellectual property rights are created as a result of the implementation of this Arrangement, the Participants will discuss and conclude a separate arrangement in respect of the ownership and use of those rights.

**PARAGRAPH 7
DISCLOSURE OF INFORMATION**

1. Where a Participant ("the providing Participant") provides information to the other Participant ("the receiving Participant") in accordance with this Arrangement and designates the information as confidential, the receiving Participant will maintain the confidentiality of such information.
2. The receiving Participant will use such information only for the purposes specified by the providing Participant, and will not otherwise disclose or use such information without the express written permission of the providing Participant, except to the extent that the disclosure or use is necessary to comply with the receiving Participant's domestic law.

**PARAGRAPH 8
SETTLEMENT OF DIFFERENCES**

The Participants will resolve any differences concerning the interpretation and/or implementation of this Arrangement amicably through consultations or negotiations.

**PARAGRAPH 9
AMENDMENT AND REVIEW**

The Participants may review or amend this Arrangement by mutual written consent at any time. Such revisions or amendments will come into effect upon signature by both Participants, or as otherwise mutually determined by the Participants.

**PARAGRAPH 10
LIAISON OFFICERS AND ORGANISATIONAL CHANGES**

1. The Liaison Officers attached in Schedule 1 are intended to be the primary point of contact for communications under this Arrangement.
2. Each Participant will notify the other of any changes to their respective Schedule 1 entries.
3. Each Participant will also notify the other when the name, structure or accountabilities of their organisation substantively changes.
4. The updating of such administrative aspects does not otherwise constitute an amendment to the provisions of this Arrangement.

**PARAGRAPH 11
DURATION AND TERMINATION**

1. This Arrangement will come into effect on the date of signature of both Participants;

2. This Arrangement will remain in effect for five years unless terminated by one or both of the participants and may be extended for further periods as decided by the Participants in writing.
3. This Arrangement may be terminated at any time by either Participant. Such termination will be communicated in writing at least 60 (sixty) days prior to the termination;
4. The effect of any termination on the validity or duration of any specific projects, programmes or activities under this Arrangement will be specified in writing at the time of termination;
5. Termination of this Arrangement will not affect the conditions for disclosure of confidential information under paragraph 7.

Signed in duplicate at Wellington on 11 November 2014, in Bahasa Indonesia and English language, both texts having equal validity. In the event of any divergence of interpretation, the English text will prevail.

**For the
National Agency of Drug and
Food Control of The Republic
of Indonesia**



**Dr. Roy A. Sparringa, M.App.Sc
Chairman of the NADFC**

**For the
Ministry for Primary Industries
of New Zealand**



**Martyn Dunne
Director General, MPI**