

Cross-Strait Food Safety Agreement

In order to increase communication and mutual trust concerning cross-strait food safety, and thereby safeguard the health and safety of people on both sides of the Taiwan Strait, the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait, following negotiation on a basis of equality, hereby reach the following agreement concerning the matter of cross-strait food safety:

1. Information Notification

The two parties agree to notify each other of information concerning food safety in cross-strait trade, and to perform prompt notification of food safety information and unexpected incidents affecting the health of the people on both sides of the Taiwan Strait, and to provide full information.

The two parties shall promptly respond to and provide necessary assistance concerning inquiries in the foregoing paragraph.

2. Coordination and Handling Mechanism

The two parties agree to establish mechanisms for the coordination and handling of major cross-strait food safety incidents, and shall adopt the following measures for satisfactory handling thereof:

- (1) Holding emergency discussions, and exchanging relevant information.
- (2) Suspending the production and export of relevant products.
- (3) Promptly removing from sale and recalling relevant products.
- (4) Facilitating on-site inspection.
- (5) Verifying and announcing information, and performing mutual notification.
- (6) Providing analysis of the cause of incidents and improvement plans.
- (7) Urging responsible parties to properly resolve disputes, and providing active assistance to safeguard the rights and interests of injured parties.
- (8) Performing mutual notification of the status of investigation into relevant responsibilities.

3. Operational Contacts

The two parties agree to establish a system of regular meetings and mutual visits of experts from the competent authorities on each side, to conduct operational contacts and information exchange concerning each other's food safety systems and requirements, inspection techniques, and monitoring measures.

4. Document Format

Information notifications and inquiries and operational liaison shall employ the document format negotiated and determined by the two parties.

5. Liaison

- (1) Communication and implementation of the matters determined in this Agreement shall be handled by contact persons designated by the competent food safety authorities of both parties. When necessary, the two parties may, upon mutual consent, designate other units to perform such communication and implementation.
- (2) Communication regarding other matters concerning this Agreement shall be handled by the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait.

6. Agreement Performance and Amendment

- (1) The two parties shall uphold this Agreement.
- (2) This Agreement shall be amended only with the consent of the two parties, and shall be confirmed in writing.

7. Dispute Resolution

The two parties shall promptly negotiate the resolution of any disputes arising from the application of this Agreement.

8. Matters not Mentioned in this Agreement

Any matters not mentioned in this Agreement shall be separately discussed and determined by the two parties in an appropriate manner.

9. Signing and Effectiveness

This Agreement shall become effective seven days after signing by the two parties.

This Agreement was signed on November 4, 2008. The Agreement consists of four original copies, with each party keeping two copies.

Straits Exchange Foundation

Chairman

Chiang, Pin-Kung (江丙坤)

(signature)

Association for Relations Across the Taiwan Strait

Chairman

Chen Yunlin (陳雲林)

(signature)