# PROTOCOL ON INSPECTION AND QUARANTINE REQUIREMENTS FOR FROZEN DURIAN EXPORTED FROM VIET NAM TO CHINA BETWEEN THE GENERAL ADMINISTRATION OF CUSTOMS OF THE PEOPLE'S REPUBLIC OF CHINA AND

# THE MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT OF THE SOCIALIST REPUBLIC OF VIET NAM

**（Draft）**

In order to ensure the safe export of frozen durian from Viet Nam to China, protect the health of consumers and the safety of agricultural production and ecological environment in China, on the basis of the assessment of food safety management system and the pest risk analysis, the General Administration of Customs of the People's Republic of China (hereinafter referred to as "China Side") and the Ministry of Agriculture and Rural Development of the Socialist Republic of Viet Nam (hereinafter referred to as "Viet Nam Side") have reached the following protocol (hereinafter referred to as the "Protocol") on the inspection and quarantine requirements for frozen durian exported from Viet Nam to China through friendly negotiation.

**Article I**

In the Protocol, frozen durian (*Durio zibethinus*) refers to whole durian fruit (with husk) and durian puree (without husk) frozen at -35°C or below for at least 8 hours and durian pulp (without husk) frozen at -35°C or below for at least 1.5 hours using ripe durian fruits cultivated in Viet Nam as raw material and kept at core temperature of -18°C or below throughout storage and transport, which meets the requirements of *International Food Standard* "Code of Practice for the Processing and Handling of Quick Frozen Foods" (CAC/RCP 8-1976).

**Article II**

Frozen durian exported from Viet Nam to China shall meet the requirements of Chinese laws and regulations on food safety and plant quarantine, national food safety standards of China and the provisions hereof.

Frozen durian exported from Viet Nam to China shall be manually selected to eliminate the defective and rotten fruits and to ensure the fruits are free of metal foreign materials.

Viet Nam Side shall ensure that the splitting, husking, pulp extraction and other processing steps of frozen durian exported to China are done by designated personnel. To prevent cross contamination, designated personnel should remain in their assigned area during processing.

**Article III**

Viet Nam Side shall guide and supervise the whole process from the plantation of raw materials, production, processing, storage, transportation and export of frozen durian exported to China to make sure that frozen durian exported to China complies with the relevant safety and sanitary requirements of both sides, to be prevented from contamination by pathogenic microorganisms such as norovirus and hepatitis A virus or toxic or harmful substances such as pesticides and heavy metals.

Viet Nam Side shall adopt internationally recognized methods and implement an annual food safety risk monitoring plan for frozen durian exported from Viet Nam to China. At the request of China Side, Viet Nam Side shall provide China Side with the annual monitoring results.

**Article IV**

The raw materials of frozen durian exported from Viet Nam to China should come from the fruit orchards registered by Viet Nam Side. Viet Nam Side shall manage and supervise the fruit supply orchards of frozen durian exported to China to ensure that they implement Good Agriculture Practices (GAP) and reduce the use of agricultural inputs.

**Article V**

Viet Nam Side shall inspect the production, processing and storage facilities of frozen durian exported from Viet Nam to China in accordance with the requirements of China Side for the registration of overseas enterprises of imported food, and recommend qualified enterprises to China Side. The qualified enterprise will be registered by China Side.

Only after registration can the enterprise's products be exported to China.

**Article VI**

Frozen durian exported from Viet Nam to China shall be packed in clean, hygienic, and new materials that meet the food safety and phytosanitary requirements. Each package shall be marked with "This product is exported to the People's Republic of China", as well as the name of product, place of origin, production and processing enterprise’s name and registration number in China, the name and address of the exporter, production date, shelf life and other information in Chinese or English. The above information may be affixed to the package in the form of a label.

**Article VII**

Frozen durian exported to China shall be subject to phytosanitary inspection by the Viet Nam officials before exporting. If pathogenic micro-organism, pesticide residues etc. are found or detected to be not in compliance with national food safety standards of China and the provisions hereof, the corresponding batch of frozen durian shall not be exported to China.

**Article VIII**

Viet Nam Side shall issue a sanitation certificate for each consignment of frozen durian that passes the inspection and quarantine. In the additional declaration column of the sanitation certificate, the information of the name and registration number in China of the frozen durian production and processing enterprise as well as "The frozen durian certified by this sanitation certificate complies with the provisions of the Protocol on Inspection and Quarantine Requirements for Frozen Durian Exported from the Viet Nam to China signed by Viet Nam and China on \_\_\_\_,202X." shall be indicated.

The content and format of the sanitation certificate shall be confirmed by both sides in advance.

**Article IX**

After frozen durian exported from Viet Nam to China arrives at a Chinese port of entry, China Customs will implement inspection and quarantine supervision. Only qualified frozen durian shall be released into China.

**Article X**

Once China Side finds that any frozen durian violates the requirements of Chinese laws and regulations on food safety and plant quarantine, national food safety standards of China and the provisions hereof, China Customs shall dispose of it in accordance with the relevant laws and regulations of China and notify Viet Nam Side of the violations and the measures taken.

Based on the information provided by Viet Nam Side in accordance with Article III of the Protocol and the violations reported by local customs, China Side may re-assess the risk. When necessary, China Side will send its experts to carry out on-site inspections in Viet Nam. Any cost of the on-site inspections shall be borne by Viet Nam Side, and Viet Nam Side shall be responsible for issuing invitations, assisting in arranging the inspections, and accompanying the experts in such inspections.

**Article XI**

Both sides agree that the Protocol shall not prevent or affect the implementation of their respective laws and regulations.

**Article XII**

Any disagreement in the interpretation and implementation of the Protocol shall be resolved through friendly consultation between both sides.

**Article XIII**

The Protocol may be amended or supplemented with the written consent of both sides.

**Article XIV**

The Protocol shall be effective as of its date of signature and shall be valid for 5 years. Six months prior to the expiration of the protocol, if neither side proposes to terminate it in writting, the Protocol shall be extended by 5 years. Where either side terminates the Protocol by written notice to the other side, the Protocol shall expire 6 months after the date of receipt of such written notice by the other side.

The Protocol is signed at\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_ in duplicate in Chinese, English and Viet Namese, one for each side, with all texts being equally authentic. In case of any divergence, the English text shall prevail.

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| **For****The General Administration of** **Customs of the People’s** **Republic of China** | **For****The Ministry of Agriculture and** **Rural Development of The Socialist Republic of Viet Nam** |