# MEMORANDUM OF UNDERSTANDING
# BETWEEN
# THE DEPARTMENT OF AGRICULTURE OF
# THE UNITED STATES OF AMERICA
# AND
# THE MINISTRY OF AGRICULTURE OF
# THE PEOPLE'S REPUBLIC OF CHINA
# ON
# COOPERATION IN AGRICULTURE AND RELATED FIELDS

The Department of Agriculture of the United States of America (USDA) and the Ministry of Agriculture of the People's Republic of China (MOA), hereinafter the "Parties":

Noting the Memorandum of Understanding between the Department of Agriculture of the United States of America and the Ministry of Agriculture of the People's Republic of China on Cooperation in Agriculture and Related Fields, signed at Washington August 25, 2003 (hereinafter referred to as "the 2003 MOU"), has played an important role in supporting advances in agricultural trade, agricultural productivity, and sustainable natural resource management;

Considering the increasing economic globalization affecting agricultural and food production and trade and the growing emphasis on the role of science-based standards and technology, especially biotechnology in agricultural production and trade;

Seeking to pragmatically facilitate comprehensive bilateral cooperation and exchanges in agricultural science and education, policy, management, operation, standardization, economics and trade in accordance with the domestic conditions in the respective countries and on the basis of science, equality, mutual benefit, and win-win scenario;

Desiring a closer partnership on agricultural cooperation founded on the basis of increased mutual understanding between the Parties, and in accordance with and subject to the Agreement between the Government of the United States of America and the Government of the People's Republic of China on Cooperation in Science and Technology (the "S&T Agreement"), signed at Washington on January 31, 1979, as extended and amended, for the purpose of promoting cooperation and collaboration in the field of agriculture science and technology,

Have agreed as follows:

## ARTICLE I
## Purpose

The purpose of this Memorandum of Understanding ("MOU") is to promote the further development of bilateral cooperation in agriculture between the two countries, to replace the 2003 MOU, which expired in August 2008, and continue, as well as expand, the programs and activities initiated thereunder.

## ARTICLE II
## Areas of Cooperation

1. The Parties will endeavor to collaborate on mutually agreed activities in the fields of science, trade promotion, and capacity-building that will promote cooperation in agriculture. Selected priority areas may include, but are not limited, to the following:

a) Enhance cooperation in the fields of plant and animal health, food safety and quarantine issues to the extent of the Parties' respective mandates, including research and development of each one's own inspection techniques and policies, development of science based measures to enhance food safety in accord with international obligations, capacity building, and participation in activities of relevant international organizations;
b) Collaborate on agricultural market, institutional, and rural development;
c) Facilitate understanding of biotechnology, second generation bioenergy, and other new technologies;
d) Facilitate an improved business climate between private entrepreneurs of both countries for agricultural trade and investment; and
e) Facilitate cooperative efforts in other fields within the purview of and as mutually agreed by the Parties.

2. The Parties will, as may be mutually agreed, encourage and facilitate direct contacts between groups from each country to work toward long-term cooperation in programs to promote trade, research, extension services, and training, and to identify potential joint activities.

3. To generate broad interest and increased activities, the Parties may mutually agree to invite other interested personnel at government agencies and the scientific and business communities of both countries, in cooperative programs, trade facilitation, capacity-building activities, and scientific cooperation and exchanges in the implementation of this MOU.

## ARTICLE III
## Implementing Arrangements

1. This MOU will serve as the framework for the Parties to discuss and coordinate matters related to agriculture and agricultural products, and to facilitate collaborative activities between the Parties in matters of science, technology, and trade within their purview. The USDA and the MOA and their respective agencies and offices will arrange their own activities and utilize their own resources, including the expenditure of their own funds, in implementing collaborative

activities under this MOU. Each Party will endeavor to carry out its separate activities in a coordinated and mutually beneficial manner.

2. Each Party's participation in collaborative activities under this MOU is to be conducted in accordance with the laws and regulations of the respective Party's government. These collaborative activities shall be subject to the mutual agreement of the Parties and shall be described in, and subject to, individual plans of work delineating arrangements between participants that are specific for each activity. In general, cooperation will be effected through exchange of materials and information; exchange of scientists, specialists, and trainees; organization of symposia and workshops; and joint publication of studies and reports.

## ARTICLE IV
## Joint Committee on Cooperation in Agriculture (JCCA)

1. The Parties continue the Joint Committee on Cooperation in Agriculture (JCCA), which shall coordinate cooperation between the Parties in agricultural matters. The JCCA will be co-chaired for USDA by the Secretary or an Under Secretary of Agriculture and for MOA by the Minister or a Vice Minister of Agriculture, or their designees. The co-chairs of the JCCA may determine, by mutual agreement, the remaining composition of the JCCA and the entities that may attend JCCA meetings. The Parties may also establish additional committees or working groups as deemed necessary to effectively implement this MOU.

2. All working groups pertaining to agriculture established under previous arrangements between the Parties will be continued and guided by the JCCA, including the Joint Working Group on Science and Technology (JWG), High-Level Joint Working Group on Biotechnology (BWG), and the Animal and Plant Health Working Group (APHWG) that are comprised of government representatives from USDA and MOA.

3. Each Party shall designate a Liaison Secretary, who shall be at the USDA Administrator level and the MOA Director General level. The Liaison Secretaries shall be the points of contact for the JCCA and will supply administrative support for meetings of the JCCA.

4. The JCCA will meet at least once every two years alternately in the United States and China. Prior to the meetings the Parties shall agree upon an agenda. The Parties will endeavor to place items on the agenda that cover a wide range of agricultural issues such as technical exchange, information sharing, scientific research, agricultural policy, international obligations, and agricultural trade.

## ARTICLE V
## Funding

1. Nothing in this MOU shall obligate either the USDA or the MOA to expend, obligate, or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the USDA and the MOA will require execution of separate arrangements and shall be contingent upon the availability of personnel, resources, and appropriated funds.

2. The Parties may, consistent with their domestic laws and regulations and with mutual consent, allow the host Party to cover the expenses incurred by the guest Party while on travel in support of the implementation of this MOU. Expenses may include, but are not limited to, domestic travel, accommodations, meals, and local transportation.

## ARTICLE VI
## Treatment of Intellectual Property

Intellectual property and business-confidential information created or furnished in the course of activities under this MOU shall be governed by the provisions of Annex I – Intellectual Property of the S&T Agreement.

## ARTICLE VII
## Protection of Sensitive Technology

The Parties agree that no information or equipment requiring protection in the interest of national defense or foreign relations and classified in accordance with its applicable national laws and regulations shall be provided under this MOU. In the event that information or equipment that is known or believed to require such protection is identified in the course of cooperative activities pursuant to this MOU, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult to identify appropriate security measures to be agreed upon by the Parties in writing and applied to this information and equipment and shall, if appropriate, amend this MOU to incorporate such measures.

## ARTICLE VIII
## Technology Transfer

The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into any implementing agreements or project contracts. Export information shall be marked to identify it as export controlled and identify any restrictions on further use or transfer.

## ARTICLE IX
## Coordinating Offices

Under this MOU, the designated coordinating offices will be the Foreign Agricultural Service (FAS) for USDA and the International Cooperation Department for MOA. The FAS shall be responsible for coordinating participation of USDA Mission Areas in work that relates to this MOU and the International Cooperation Department of MOA shall be responsible for coordinating participation of other MOA Departments in work that relates to this MOU. The Parties will attempt to coordinate activities of other Departments, Ministries, Administrations, and Bureaus interested in agriculture and rural economic development as it relates to this MOU.

## ARTICLE X
## Other Agreements

Nothing in this MOU shall be interpreted to prejudice or modify any existing understanding or agreement to which the United States of America and the People's Republic of China are Party.

## ARTICLE XI
## Final Provisions

1. This MOU shall enter into force upon signature and shall remain in force for five years. This MOU may be extended or amended by written agreement of the Parties. Either Party may terminate this MOU with a 60-day written notice to the other.

2. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a third party against the United States of America or the People's Republic of China, its agencies, its officers, or any person.

Done at Washington, D.C., this 22nd day of September, 2009, in duplicate, in the English and Chinese languages, both texts being equally authentic.

**FOR THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA:**

**Thomas J. Vilsack**
**Secretary**

**FOR THE MINISTRY OF AGRICULTURE OF THE PEOPLE'S REPUBLIC OF CHINA:**

**Sun Zhengcai**
**Minister**