

No. 53017*

**Canada
and
Thailand**

Agreement between the Government of Canada and the Government of the Kingdom of Thailand on the equivalence of fish and fishery products inspection and control systems (with annexes). Ottawa, 9 April 1997

Entry into force: *9 April 1997 by signature, in accordance with article 11*

Authentic texts: *English, French and Thai*

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**Canada
et
Thaïlande**

Entente entre le Gouvernement du Canada et le Gouvernement du Royaume de Thaïlande sur l'équivalence des systèmes d'inspection et de contrôle du poisson et des produits de la pêche (avec annexes). Ottawa, 9 avril 1997

Entrée en vigueur : *9 avril 1997 par signature, conformément à l'article 11*

Textes authentiques : *anglais, français et thaï*

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[ENGLISH TEXT – TEXTE ANGLAIS]

**AGREEMENT
BETWEEN
THE GOVERNMENT OF CANADA
AND
THE GOVERNMENT OF THE KINGDOM OF THAILAND
ON THE EQUIVALENCE OF
FISH AND FISHERY PRODUCTS
INSPECTION AND CONTROL SYSTEMS**

THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE KINGDOM OF THAILAND (hereinafter referred to as "the Parties");

RECOGNIZING that fish and fishery products traded between Canada and the Kingdom of Thailand are intended to be safe, wholesome and properly identified;

DESIRING to establish a process for recognizing and maintaining equivalence of the fish and fishery products inspection and control systems of the Government of Canada and the Government of the Kingdom of Thailand;

INTENDING to improve efficiencies, and where possible, to reduce duplication in the fish and fishery products inspection and control systems of the Government of Canada and the Government of the Kingdom of Thailand; and

SUPPORTING the objective of harmonization pursuant to Canada's and the Kingdom of Thailand's memberships in the World Trade Organization ("WTO"),

HAVE AGREED as follows:

ARTICLE 1

Definitions

For the purposes of this Agreement:

- (a) "Equivalence" means the capability of different inspection systems to achieve the same objectives;
- (b) "Establishment" means a fish processing facility licensed, registered or approved by the responsible authority and operating under a mutually acceptable Hazard Analysis Critical Control Point ("HACCP") system;
- (c) "Fish" includes finfish, crustaceans, molluscs, and other forms of aquatic animal life where such animals are intended for human consumption;

- (d) "Fishery product" means any edible human food product consisting in whole of fish or a product containing a portion of fish, including fish that has been processed in any manner, in which the characterizing ingredient is fish;
- (e) "Fully cooked" means a product which is heat-processed to reduce or eliminate unacceptable health risks;
- (f) "Processing" includes cleaning, filleting, washing, shucking, icing, packing, canning, freezing, irradiating, pasteurizing, smoking, salting, cooking, pickling and drying;
- (g) "Proper identification" means freedom from false, misleading or deceptive labeling practices according to the legal requirements of each Party;
- (h) "Responsible Authorities" means:
 - (i) for Canada, the authorities described in Part A of Annex I; and
 - (ii) for Thailand, the authorities described in Part B of Annex I;
- (i) "Wholesome" means freedom from decomposition and other unfit characteristics identified in the standards developed by the Codex Committee on Fish and Fishery Products as approved by the Codex Alimentarius Commission.

ARTICLE 2

Scope

1. This Agreement shall apply to the fish and fishery products inspection and control systems of the Parties in respect of the trade in fish and fishery products which are processed in establishments and which are intended to be safe, wholesome and properly identified.
2. This Agreement shall not apply to trade of live molluscan shellfish, or products thereof (excluding canned and other fully cooked products), nor concerns related to fish health, fish disease or quarantine issues.

ARTICLE 3

Relation to the WTO Agreement

Nothing in this Agreement shall affect the rights or obligations of the Parties under the Marrakesh Agreement establishing the World Trade Organization.

ARTICLE 4

Recognition of Equivalence

1. Each Party hereby recognizes as equivalent the other Party's fish and fishery products inspection and control system governing raw materials, holding, handling, transporting, processing, packaging, and trade in fish and fishery products. This recognition of equivalency was conducted in accordance with the procedures for the recognition of equivalence as outlined in Annex II.

2. The fish and fishery products inspection and control systems shall be recognized as equivalent for those fish processing establishments identified in Annex III. The Parties may amend Annex III by an Exchange of Notes.
3. Where differences exist in product standards and labelling requirements, the exporting Party will require the establishments identified in Annex III to comply with the product standards and labelling requirements under the laws of the importing Party.

ARTICLE 5

Import Inspections and Inspection Fees

1. The frequencies of import inspections are set out in Annex IV.
2. A Party may, in accordance with its legislation and procedures, collect fees for the costs incurred in conducting import inspections.

ARTICLE 6

Audits

1. A Party may audit all or part of the other Party's fish and fishery products inspection and control system in accordance with the audit procedures specified in Annex V.
2. The focus of the audit shall be on the fish and fishery products inspection and control system. When it is necessary to inspect individual establishments as part of the audit of the fish and fishery products inspection and control systems, the sampling of establishments to be inspected shall focus on those exporting to the other Party.
3. The results of inspections conducted in accordance with Article 5 may be used in the audit and verification process.
4. A Party may, with the consent of the other Party:
 - (a) share the results and conclusions of its audit procedures and import inspections with Third Party countries; and
 - (b) use the results and conclusions of the audit procedures and import inspections of Third Party countries.
5. The comments of the audited Party will form part of the official report and only official reports will be shared with Third Parties.
6. Audit costs shall be the responsibility of the auditing Party.

ARTICLE 7

Notification and Consultation

1. Notifications shall be made to the contact points set out in Annex I.
2. A Party, before making changes to its fish and fishery products inspection and control system that affects the other Party, shall notify the other Party in writing. The affected Party may, within 30 days, refer the matter to the Joint Management Committee identified in Article 9 to determine the impact of such changes on the recognition of equivalence under this Agreement.
3. A Party who has serious and immediate concerns with respect to public health and consumer protection shall immediately notify the other Party orally, and confirm the notice in writing within 24 hours.
4. Where a Party has concerns regarding a risk to public health and consumer protection arising from trade between the Parties, consultations to resolve the concerns shall, on request, take place as soon as possible, and in any case within 14 days of the request. The Parties shall exchange and take due account of relevant information and endeavor to avoid a disruption in trade and to reach a mutually acceptable solution.
5. The importing Party shall promptly provide information on any fish and fishery products from the exporting Party that are found not to be in compliance with the requirements of the importing Party, including information on the reason for the rejection, identification and description of the lot, and procedures for sampling and analysis.

ARTICLE 8

Safeguard Measures

A Party who identifies a matter of serious and immediate concern related to public health or consumer protection in the fish and fishery products inspection and control system of the other Party, may adopt provisional measures immediately. The Party shall notify the other Party of those measures within 24 hours of the decision to implement them and, on request, consultations regarding the situation shall be held within 14 days of the notification. The Parties shall exchange and take due account of relevant information and endeavor to avoid a disruption in trade and to reach a mutually acceptable solution.

ARTICLE 9

Joint Management Committee

1. The Responsible Authorities shall establish a Joint Management Committee to oversee the implementation of this Agreement.
2. The Committee shall meet regularly, at least once every two years, to facilitate the administration of this Agreement.
3. The Committee may establish technical and ad hoc working groups, as required, for the purposes of this Agreement.