

**MEMORANDUM OF UNDERSTANDING
ON THE MUTUAL RECOGNITION OF ORGANIC AGRICULTURE
PRODUCTION SYSTEMS
BETWEEN
THE AGRICULTURE AND FOOD AGENCY, COUNCIL OF AGRICULTURE,
EXECUTIVE YUAN OF THE REPUBLIC OF CHINA (TAIWAN)
AND
THE NATIONAL SERVICE FOR PLANT AND SEED QUALITY AND
HEALTH OF THE REPUBLIC OF PARAGUAY**

The Agriculture and Food Agency, Council of Agriculture, Executive Yuan of the Republic of China (Taiwan) (AFA) and the National Service for Plant and Seed Quality and Health of the Republic of Paraguay (SENAVE), hereinafter collectively referred to as the "Signatories";

RECOGNIZING the friendly diplomatic ties between the Republic of China (Taiwan) and the Republic of Paraguay;

DESIRING to develop a closer trade relationship through an assessment of the organic agriculture accreditation and certification systems implemented under the Republic of China (Taiwan)'s Organic Agriculture Promotion Act and the Republic of Paraguay's Law of Promotion and Control of Organic Agriculture;

AIMING to continuously improve the trade of organic agricultural products;

HAVE REACHED the following Memorandum of Understanding (hereinafter referred to as the "MOU"):

I. Scope

1. The agricultural products produced or handled within the territory of a Signatory shall be sold, labeled, or represented as organic for the purpose of exportation to the other Signatory under the following conditions:
 - a. The agricultural products shall be produced or handled under the organic regulations stipulated by the Signatory's competent authority from where they are exported and certified by a certification body accredited by that Signatory;
 - b. The agricultural products shall belong to the categories of organic crop products or plant-based processed products and be edible (Bee products shall not be covered by this MOU.);
 - c. Imported ingredients used in processed organic agricultural products to be exported shall undergo substantial transformation within the territory of the Signatory from where they are exported; and
 - d. The products exported shall meet the residue testing standards for organic agricultural products stipulated by the Signatory where they are imported.

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II. Demonstration of Organic Certification

1. The agricultural products sold, labeled, or represented as organic exported from one Signatory to the other shall be attached with an organic certification demonstration document issued by an organic certification body accredited under the Signatory's system from where they are exported, attesting that those agricultural products are indeed certified as organic.
2. Items to be documented on the demonstration document shall be determined by the Signatories in writing.
3. Quantities and descriptions on demonstration documents shall match the content of the consignment.
4. Demonstration documents may be provided on paper or electronically.

III. Cooperation

1. The Signatories shall notify one another of any significant changes to laws, regulations, or standards with regards to organic agriculture systems, including changes in the organic agriculture accreditation and certification system.
2. A Signatory may visit the other to conduct on-site assessments to review the organic agriculture accreditation and certification system. The host Signatory shall provide all the necessary assistance to the visiting Signatory.
3. The Signatories shall exchange in writing the list of accredited certification bodies and their contact information. The Signatories shall notify one another of any changes in the list of certification bodies or their contact information, including new certification bodies being accredited or a certification body having its accreditation suspended or terminated.
4. The Signatories shall submit an annual report on the progress of the previous year by April 30 of each calendar year, which shall include:
 - a. Changes to laws, regulations, and standards with regard to organic agricultural products;
 - b. Overview of organic agricultural production, including cultivated area and the number of certified operators and their products;
 - c. Overview of supervision and management of certification bodies, operators, and organic agricultural products;
 - d. List of certification bodies; and
 - e. Types and quantities of organic agricultural products exported to the other Signatory under this MOU.

IV. Management of Imported Organic Agricultural Products

1. A Signatory shall notify the other Signatory if a consignment traded under this MOU is in violation of the terms therein as early as practically possible.
2. The notification shall include sufficient details to assess and manage the risks

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associated with the related consignment.

3. In accordance with domestic legislation, the Signatory from where the products are exported shall launch an investigation into the potential violations and notify the other Signatory of the outcome within a reasonable timeframe.

4. In the case of violations, the Signatories shall work together to ensure that the trade of the affected products or commodity type is managed appropriately.

5. The Signatories may agree on a temporary suspension of the trade of agricultural organic products, if necessary, until they agree that associated risks have been resolved.

V. General Provisions

1. The Signatories shall implement this MOU in accordance with their respective domestic laws.

2. All costs resulting from implementation of this MOU shall be the responsibility of the Signatory that incurs them, unless otherwise agreed.

3. Any disputes or disagreements between the Signatories regarding the implementation or interpretation of this MOU shall be settled in a friendly manner in writing and/or through direct negotiations.

VI. Amendment

1. Any amendment and/or revision to this MOU shall be agreed by the Signatories in writing.

2. The effective date of the application of the amendment shall be determined by the Signatories in writing.

3. Existing conditions of trade shall continue until the date determined by the Signatories in writing.

VII. Termination

1. A Signatory may terminate this MOU by giving the other Signatory six months' notice in writing.

2. Unless otherwise agreed, the termination of this MOU shall not prejudice the ongoing export or import operations conducted under this MOU.

3. A Signatory may propose the termination of this MOU at any time if an on-site assessment finds that

a. the implementation of the organic agriculture accreditation and certification system is unsatisfactory;

b. there is no longer equivalence between the Signatories' organic agriculture accreditation and certification systems; or

c. the integrity of a Signatory's organic agriculture system is damaged.

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VIII. Entry into Force and Duration

1. This MOU shall enter into force on the date of the last signature and shall remain in force for a period of five years.

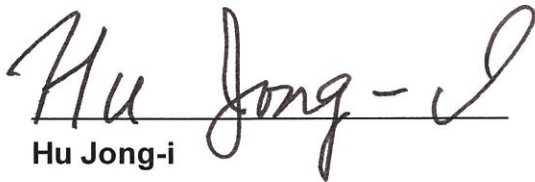
2. The Signatories may extend the duration of this MOU for another five years through written consent.

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed this MOU.

Done in duplicate in the Chinese, Spanish and English languages, with all texts being equally authentic. In the case of any difference in interpretation, the English text shall prevail.

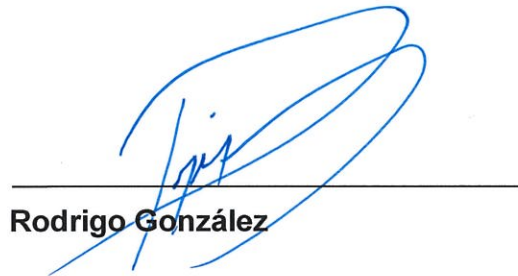
For the Agriculture and Food Agency
Council of Agriculture, Executive Yuan
of the Republic of China (Taiwan)

For the National Service for Plant and
Seed Quality and Health of the
Republic of Paraguay



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General Director



Rodrigo González

President

Taipei
Date: April 25, 2023

Asunción
Date: April 25, 2023