

Memorandum of Understanding
between
the Ministry of Food and Drug Safety
of the Republic of Korea
and
the State Administration for Market Regulation
of the People's Republic of China
on
HACCP Certification of Imported Cabbage Kimchi

The Ministry of Food and Drug Safety of the Republic of Korea and the State Administration for Market Regulation of the People's Republic of China (hereinafter referred to as the "Sides");

Desiring to strengthen cooperation in Hazard Analysis and Critical Control Points (hereinafter referred to as "HACCP") certification of foods exported from the People's Republic of China ("China") to the Republic of Korea ("Korea"); and

Based upon the Korea-China working-level meetings;

Have reached the following understanding:

1. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to

facilitate cooperation between the Sides in HACCP certification of foods exported from China to Korea.

2. Scope of Application

This MOU will apply to cabbage kimchi exported from China to Korea.

3. Areas of Cooperation

The Sides will cooperate with each other in the following areas including standards, procedures and others related to HACCP certifications and surveillance audits for cabbage kimchi intended for export to Korea:

(a) certifications and surveillance audits will be conducted based upon Korean HACCP standards;

(b) the Korea Agency of HACCP Accreditation and Services (hereinafter referred to as “KAHAS”) is the body responsible for conducting certification activities, including receiving applications, reviewing documents, conducting on-site audits and issuing certificates of HACCP;

(c) Chinese third-party certification bodies selected by KAHAS will conduct on-site audits, and KAHAS will participate in such on-site audits as other parties. In relation to this, KAHAS may provide learning programs for the Chinese third-party certification bodies;

(d) KAHAS will make the final decision to determine whether to grant a HACCP certification based upon on-site audit results, including checklists

and supporting documentation, reported by the Chinese certification bodies, as well as documents submitted for a certification application, and will subsequently issue a HACCP certificate to an applicant facility if the facility is determined to be in compliance with Korean HACCP standards;

(e) KAHAS will conduct surveillance audits of HACCP-certified Chinese facilities at least once a year, in order to verify the compliance of the certified facilities with HACCP standards for imported food. If a HACCP-certified facility is determined to be non-compliant as a result of the surveillance audit, the facility will be subject to a corrective action order or revocation of the certification. The surveillance audit will be conducted applying the methods described in subparagraphs (c) and (d) above;

(f) the Korean HACCP certification mark or any modified forms of the Korean HACCP certification mark may not be used on certified products. However, words and/or phrases stating that the food meets the Korean HACCP standards may be displayed;

(g) the Sides will cooperate with each other to enhance food safety;

(h) any other areas of cooperation may be jointly decided upon by the Sides.

4. Contact Points

The Sides hereby designate the following contact points for the ongoing

communication between the Sides to efficiently implement this MOU:

(a) for the Korean Side: the Director of the On-site Inspection Division of the Imported Food Safety Policy Bureau of the Ministry of Food and Drug Safety;

(b) for the Chinese Side: the Director of International Cooperation Division of the Department of Certification of the State Administration for Market Regulation.

5. Resolution of Differences

Any differences arising from the interpretation or implementation of this MOU will be resolved amicably through consultations between the Sides.

6. Validity, Amendment and Termination

(a) This MOU will come into effect on the date of its signature by the Sides. It will remain effective for a period of five (5) years and will be automatically renewed for successive periods of five (5) years, unless either Side notifies the other Side in writing of its intention to terminate this MOU, at least ninety (90) days in advance.


(b) The termination of this MOU will not affect the duration or validity of any cooperative activities under this MOU which are in progress at the time of the termination of this MOU, unless otherwise jointly decided by the Sides.

(c) This MOU may be amended by mutual written consent of the Sides.

Signed in duplicate in Chungcheongbuk-do and Beijing, on the 27th of September, 2021, in Korean, Chinese and English, all texts being equally valid. In case of any divergence of interpretation, the English text shall prevail.

For the Ministry of Food and
Drug Safety of the Republic of
Korea

For the State Administration for
Market Regulation of the People's
Republic of China



Representative

Imported Food Safety Policy

Bureau



Representative

Department of Certification