

Three Agreements of the Fourth Chiang-Chen Talks



Mainland Affairs Council

December 22, 2009

Contents

Cross-Strait Agreement on Cooperation of Agricultural Product Quarantine and Inspection.....	1
Cross-Strait Agreement on Cooperation in Respect of Standards, Metrology, Inspection and Accreditation.....	5
Cross-Strait Agreement on Cooperation in Respect of Fishing Crew Affairs.....	9

Cross-Strait Agreement on Cooperation of Agricultural Product Quarantine and Inspection

(This agreement will become effective only after the completion of relevant procedures.)

To ensure the safety of agricultural production and safeguard people's health, and to promote the development of cross-strait trade in agricultural products, the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait, after negotiation based on an equal footing, hereby agree on the following matters of cross-strait cooperation in respect of quarantine and inspection of agricultural products.

1. Principles and Objectives of Cooperation

The Parties agree, in accordance with the principles of mutual trust and reciprocal benefit, and on the basis of science and practicality, to enhance cooperation and exchanges on quarantine and inspection, and to consult and negotiate the resolution of quarantine and inspection problems in trade in agricultural products (including animal feedstuff) so as to prevent the transmission and spread of harmful organisms of animals and plants, and to ensure the quality and safety of agricultural products.

2. Mutual Exchanges

The Parties agree to establish mechanisms for consultations, discussions, exchanges, observational visits and technical cooperation. When necessary, the Parties may establish working groups to carry out cooperation on the researches relating to the technology in specialized areas of quarantine and inspection.

3. Information Inquiry

- (1) The Parties agree to provide information inquiry for quarantine and inspection regulations, standards, procedures, etc., and to provide assistance when necessary.
- (2) The Parties agree to enhance exchanges on sanitary standards for pesticide and animal drug residues, and to coordinate the handling of problems concerning standards differences.

4. Document Check

The Parties agree to establish a mechanism for checking and verifying quarantine and inspection certification documents in order to prevent document forgery.

5. Notification

- (1) The Parties agree to notify each other promptly about the incidence of any major epidemic situations and sanitary issues concerning imported/exported agricultural products.
- (2) The Parties agree to regularly notify each other about intercepted harmful organisms, detected toxic or harmful substances, and other non-compliance situations in imported/exported agricultural products.

6. Handling of Emergencies

The Parties agree to establish a mechanism for coordinated handling of sudden important quarantine and inspection incidents and to provide the channel for prompt notification, speedy checks, emergent consultations, and mutual provision of assistance.

7. Observational Visit and Verification

The Parties agree to establish tracking systems for agricultural

product safety management, to help importing Party make observational visits to the production and processing sites of exported agricultural products, and to implement facilitative measures for import quarantine and inspection for agricultural products verified as meeting quarantine and inspection requirements.

8. Document Format

The Parties agree to use the format of documents for notifications, inquiries, and communication as settled by discussion between the Parties.

9. Liaison

(1) Liaison on the implementation of matters set out in this Agreement shall be conducted by a contact person or persons designated by each Party's competent authorities. If necessary, with mutual consent, the Parties may designate other entities for such liaison.

(2) Liaison regarding other matters related to this Agreement shall be handled by the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait.

10. Implementation of and Amendment to the Agreement

(1) The Parties shall comply with the provisions of this Agreement.

(2) This Agreement shall be amended only with the consent of both Parties, and shall be confirmed in writing.

11. Dispute Settlement

Any disputes arising from the application of this Agreement shall be resolved by prompt negotiation between the Parties.

12. Matters Not Mentioned in This Agreement

Matters not mentioned in this Agreement shall be separately

discussed and resolved by the Parties in an appropriate manner.

13. Signing and Effectiveness

This Agreement shall become effective from the date of signing after both Parties have completed their respective relevant preparations, no later than ninety days hereafter.

This Agreement was signed on December 22 in four original copies, with each Party keeping two copies.

Straits Exchange Foundation

Chairman

Chiang, Pin-Kung

Association for Relations
Across the Taiwan Strait

Chairman

Chen, Yunlin

[Note: In case of any discrepancy between the Chinese and English texts, the Chinese text shall govern.]

Cross-Strait Agreement on Cooperation in Respect of Standards, Metrology, Inspection and Accreditation

(This agreement will become effective only after the completion of relevant procedures.)

In order to facilitate cross-strait economic and trade dealings, promote cross-strait industrial cooperation, create investment-friendly conditions, enhance the quality and safety of cross-strait traded goods, and protect consumer rights, the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait, after negotiation based on an equal footing, hereby agree on the following matters of cross-strait cooperation in respect of standards, metrology, inspection, certification and accreditation, and consumer product safety:

1. Scope of Cooperation

The Parties agree to jointly adopt measures for carrying out exchanges and cooperation in the following areas:

- (1) Standards: To actively explore and promote the formulation of compatible standards in key fields; to exchange information on standards and promote the establishment of a cross-strait standards information platform; and to enhance the sharing of standards training resources.
- (2) Metrology: To promote cross-strait cooperation in respect of legal metrology and exchange of information on measurement techniques and legal metrological control; to conduct joint research on the highest measurement standards with precision and reliability, and intercomparison of standards; and to pursue technical cooperation in respect

of measuring instruments, traceability and calibration.

- (3) Inspection: To communicate cross-strait inspection standards and procedures; to establish a cooperation and consultation mechanism for product inspection in cross-strait trade; and to conduct technical cooperation in respect of product safety inspection and testing.
- (4) Certification and Accreditation: To communicate cross-strait certification and accreditation standards and procedures; to jointly promote the establishment and implementation of a cross-strait mechanism for certification and accreditation in new fields; and to promote mutual trust in the results of cross-strait certification and accreditation, making specific arrangements on items agreed to by both Parties.
- (5) Consumer Product Safety: To establish a cross-strait notification mechanism for consumer product safety information; to establish a cross-strait trade consumer product safety coordination mechanism; and to strengthen communication and coordination in dealing with non-compliant consumer products.
- (6) To strengthen information exchange in respect of relevant systems and rules within the above-mentioned areas of cooperation.
- (7) Other matters of cooperation agreed to by the Parties.

2. Form of Cooperation

The Parties agree to adopt the following measures for cooperation in the above-mentioned areas:

- (1) Setting up working groups respectively for cross-strait standards, metrology, inspection, certification and accreditation, and consumer product safety, to jointly

discuss and set specific implementation programs and clearly delineate the scope of activities, and to develop cooperation documents for related fields based on the needs identified.

- (2) Carrying out exchanges and cooperation in the areas of standards, metrology, inspection, certification and accreditation, and consumer product safety by means of technical collaboration, conferences of experts, information exchange, exchange visits, operational training, etc.
- (3) The competent authorities of each Party shall be responsible for directing and coordinating each working group's conduct of its tasks, and shall designate contact persons to be responsible for conducting regular liaison and the carrying out of work projects in each field.

3. Mutual Assistance

The Parties agree to provide necessary assistance for activities related to the implementation of this Agreement.

4. Confidentiality Obligation

The Parties agree to comply with commitments to maintain requested confidentiality of information obtained in the course of activities related to the implementation of this Agreement.

5. Document Format

The Parties agree to use the format of documents for information exchange, notifications, inquiries, and operational liaison as settled by discussion between the Parties.

6. Liaison Bodies

Liaison on the implementation of matters set out in this agreement shall be conducted by a contact person or persons designated by the competent authorities of each Party.

Liaison regarding other matters related to this Agreement shall be handled by the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait.

7. Implementation of and Amendment to the Agreement

The Parties shall comply with the provisions of this Agreement.

This Agreement shall be amended only with both Parties' consents, and shall be confirmed in writing.

8. Dispute Settlement

Any disputes arising from the application of this Agreement shall be resolved by prompt negotiation between the Parties.

9. Matters Not Mentioned in This Agreement

Matters not mentioned in this Agreement shall be separately discussed and resolved by the Parties in an appropriate manner.

10. Effective Date

This Agreement shall become effective from the date of signing after both Parties have completed their respective relevant preparations, no later than ninety days hereafter.

This Agreement was signed on December 22 in four original copies, with each Party keeping two copies.

Straits Exchange Foundation

Chairman

Chiang, Pin-Kung

Association for Relations
Across the Taiwan Strait

Chairman

Chen, Yunlin

[Note: In case of any discrepancy between the Chinese text and English translation, the Chinese text shall govern.]

Cross-Strait Agreement on Cooperation in Respect of Fishing Crew Affairs

(This agreement will become effective only after the completion of relevant procedures.)

To safeguard the legitimate rights and interests of fishing vessel owners and crewmen, and to promote cross-strait fishing crew labor cooperation, the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait, after negotiation based on an equal footing, hereby agree on the following matters of cross-strait fishing crew cooperation:

1. Scope of Cooperation

The Parties agree that in accordance with each Party's own regulations concerning the employment of fishing boat crewmen, they shall conduct cooperation in labor affairs concerning offshore and deep-sea fishing vessel crewmen (hereinafter referred to as "crew") and adopt different management methods respectively for offshore and deep-sea crew cooperation.

2. Method of Cooperation

The Parties agree that cross-strait crew cooperation shall be conducted through management main bodies designated by each Party, and each Party shall establish a risk assessment system binding upon its management main bodies.

3. Main Terms of the Crew Contracts

The Parties agree to consult and conclude the main contents of the crew contract.

4. Rights Protection

(1) The Parties agree to safeguard the following basic rights of

crewmen:

- a. To receive the wages stipulated in their crew contract.
 - b. To enjoy the same welfare and crew protection aboard as other crewmen with the same duties on the same vessel.
 - c. To have designated locations for rest, replenishment, or returning to port to avoid danger.
 - d. To be provided with personal accident and medical insurance.
 - e. To be provided with two-way travel expenses.
 - f. To be protected by stipulations that require the shipowner to perform the obligations under the contract.
 - g. Other rights as agreed by consultations between the Parties.
- (2) The Parties agree to safeguard the following basic rights of fishing vessel owners (hereinafter referred to as “shipowners”):
- a. Crewmen shall meet the regulatory requirements of each Party concerning physical examinations and professional training.
 - b. Crewmen shall abide by pertinent management regulations.
 - c. Crewmen shall accept the reasonable commands and supervision of the shipowner and the ship master.
 - d. Crewmen shall perform their obligations under the contract.
 - e. Other rights as agreed by discussion between the Parties.

5. Issuance of Papers as Required

The Parties agree that each will issue crewmen with identification or inspection papers.

6. Coordination Mechanism

The Parties agree that each will establish an appeal system for crew and shipowners, as well as a mechanism for handling emergent incidents concerning cross-strait crew cooperation, and will guide management main bodies in resolving crew disputes and emergent incidents.

In the event that a major safety incident or other such situation occurs, the Parties shall promptly notify each other, and take joint measures to handle the situation properly. In addition, the Parties will deal strictly with the management main bodies that act in violation of this Agreement.

7. Exchange Visits

The Parties agree to regularly conduct meetings and exchange visits to assess the implementation of this Agreement.

8. Document Format

The Parties agree to use the format of documents for notifications, inquiries, and operational contacts as settled by consultations between the Parties.

9. Liaison Bodies

- (1) Liaison on the implementation of matters set out in this Agreement shall be conducted by a contact person or persons designated by each Party's competent authorities. If necessary, with mutual consent, the Parties may designate other main bodies for such liaison.
- (2) Liaison regarding other matters related to this Agreement shall be handled by the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait.

10. Implementation of and Amendment to the Agreement

- (1) The Parties shall comply with the provisions of this Agreement. The Annex of this Agreement shall be equal in effect with the main body hereof.

(2) This Agreement shall be amended only with both Parties' consents, and shall be confirmed in writing.

11. Dispute Settlement

Any disputes arising from the implementation of this Agreement shall be resolved by prompt negotiation between the Parties.

12. Matters Not Mentioned in This Agreement

Matters not mentioned in this Agreement shall be separately consulted and resolved by the Parties in an appropriate manner.

13. Effective Date

This Agreement shall become effective from the date of signing after both Parties have completed their respective relevant preparations, no later than ninety days hereafter.

This Agreement was signed on December 22 in four original copies, with each Party keeping two copies.

Annex: Specific Arrangements for Cross-Strait Fishing Crew Cooperation

Straits Exchange Foundation

Chairman

Chiang, Pin-Kung

Association for Relations

Across the Taiwan Strait

Chairman

Chen, Yunlin

[Note: In case of any discrepancy between the Chinese and English texts, the Chinese text shall govern.]

Annex: Specific Arrangements for Cross-Strait Fishing Crew Cooperation

The Parties agree to the following specific arrangements pursuant to Articles 2, 3, 4, 5 and 6 of this Agreement:

1. Management Main Bodies

Management main bodies on the Taiwan side shall be intermediary bodies approved by the competent authorities, and management main bodies on the Mainland side shall be fishing crew cooperation management companies approved by the competent authorities.

The Parties shall as soon as possible exchange and publicly announce the respective lists of management main bodies after the signing of this Agreement.

2. Types of Contract

Cross-strait crew cooperation shall require the signing of the following contracts:

- (1) Crew cooperation contract signed between management company and intermediary organization.
- (2) Crew dispatch contract signed between management company and crew.
- (3) Crew contract signed between shipowner and crew.
- (4) Crew commissioning contract signed between intermediary bodies and shipowners.

3. Main Terms of the Contracts Concerned

- (1) The main terms of crew cooperation contract signed between management company and intermediary bodies shall be as follows:
 - a. The name of the shipowner, the name of the vessel on

which the crew undertakes to serve, the region of its fishing operations, the duties of the crew to be hired, and the term limit of the contract.

- b. Conditions of crew qualification and matters requiring compliance.
 - c. Standards for the amount and method of payment of crew wages; personal accident and medical insurance for crew; and division of responsibility for bearing crew travel expenses to and from ports on both sides and for returning home.
 - d. Basic rights and interests of crew and shipowner as guaranteed.
 - e. Penalties for breach of contract by shipowner or crew.
 - f. Attribution of liability to management company and crewman or intermediary bodies and shipowner to pay damages for loss caused to another party by willful or grossly negligent conduct for which the crewman or shipowner can be held accountable.
 - g. Dispute mediation and handling of breach of contract.
 - h. Other matters consulted and agreed between the Parties.
- (2) The main content of crew contract signed between shipowner and crewman shall be as follows:
- a. Name of shipowner, name and address of crewman, name of vessel on which the crew undertakes to serve, the region of its fishing operations, the duties of the crewman to be hired, and the term-limit of the contract.
 - b. Crew wages, personal accident and medical insurance, travel expenses, and method of payment.
 - c. Crew protection, right to rest and shelter from danger in

temporary placement locations, food and accommodations, and welfare benefits provided to crew.

- d. Matters requiring compliance by crew.
- e. Welfare benefits provided by shipowner.
- f. Dispute mediation and handling of breach of contract.
- g. Other matters consulted and agreed between the Parties.

4. Inspection Papers

Offshore crew must have shipboard operations certification in hand to obtain local inspection passes; deep-sea crew must have seaman certification. During the transitional period in which pertinent arrangements are under discussion between the Parties, offshore crew may present shipboard operations certification or identification documentation to obtain local inspection passes.

5. Personal Accident and Medical Insurance for Crew

The Parties shall jointly decide on matters concerning personal accident and medical insurance for crew.

6. Procedure for Change of Vessel

The Parties agree to strictly prescribe matters concerning crew's reasonable change of vessel and unlawful change of vessel, with specific procedures to be decided by consultations between the Parties.

7. Shuttle Boats

The Parties agree that crew shuttle boats must comply with the technical and safety standards required for passenger vessels, and hold certification issued by the competent authorities in respect of the number of crew other than the boat's own crew permitted to be carried therein.

8. Offshore Crew Embarkation Ports

Offshore crew embarkation points on the Mainland side are: Fuzhou Pingtan Dong'ao, Xiamen Dongdu Tongyi, Zhangzhou Zhangpu Jiuzhen, Quanzhou Hui'an Chongwu, Putian Meizhou Gongxia, and Ningde Fuding Shacheng in Fujian Province; Zhoushan Shenjiamen and Wenzhou Xiaguan in Zhejiang Province.

Coastal embarkation ports may be adjusted according to need, with notification to the other Party.

9. Temporary Placement Locations

- (1) Taiwan's shore placement locations are: Nanfang'ao Fishing Port in Ilan County, Badouzi Fishing Port in Keelung City, Hsinchu Fishing Port in Hsinchu City, Wuqi Fishing Port in Taichung County, Qianzhen Fishing Port in Kaohsiung City, and Donggang Fishing Port in Pingtung County.
- (2) Taiwan's planned temporary placement area fishing ports are: Changtanli Fishing Port and Waimushan Fishing Port in Keelung City; Danshui 2nd Fishing Port, Fuji Fishing Port, Kuanggang Fishing Port, Yeliu Fishing Port, Dong'ao Fishing Port, Guikong Fishing Port, Wanli Fishing Port, Shen'ao Fishing Port, Bitou Fishing Port, Longdong Fishing Port and Aodi Fishing Port in Taipei County; Yong'an Fishing Port in Taoyuan County; Boziliao Fishing Port in Yunlin County; Jiangjun Fishing Port in Tainan County; Anping Fishing Port in Tainan City; Xingda Fishing Port in Kaohsiung County; Fugang Qielan Fishing Port, Xin'gang Fishing Port, Dawu Fishing Port and Xiaogang Fishing Port in Taitung County; Hualien Fishing Port in Hualien County; Daxi Fishing Port, Dali Fishing

Port, Shicheng Fishing Port, Wushi Fishing Port and Gengfang Fishing Port in Ilan County; Magong Fishing Port, Suogang Fishing Port, Tongpan Fishing Port, Shanshui Fishing Port, Longmen Fishing Port, Niaoyu Fishing Port, Zhuwan Fishing Port, Fenggui East Fishing Port, Tanmen Fishing Port, Qimei Fishing Port, Hujing Fishing Port, Nanbeiliao Fishing Port, Shagang Fishing Port, Chikan Fishing Port, Jibei Fishing Port, Hengjiao Fishing Port, Hejie Fishing Port, Xiaomen Fishing Port, Dachi Fishing Port, Chima Fishing Port, Nei'an North Fishing Port, Nei'an South Fishing Port, Wai'an Fishing Port, Jiangjun South Fishing Port, Dongyuping Fishing Port and Huayu Fishing Port in Penghu County; Dongyin Zhongzhu Port, Juguang Qingfan Fishing Port, Fu'ao Fishing Port and Beigan Hou'ao Fishing Port in Lianjiang County.

- (3) Inspection ports on Taiwan's side for first port entry of crew shall be: Nanfang'ao Fishing Port and Daxi 2nd Fishing Port in Ilan County; Badouzi Fishing Port in Keelung City; Danshui 2nd Fishing Port, Aodi Fishing Port, Yeliu Fishing Port, Huanggang Fishing Port and Shen'ao Fishing Port in Taipei County; Yong'an Fishing Port in Taoyuan County; Hsinchu Fishing Port in Hsinchu City; Wuqi Fishing Port in Taichung County; Boziliao Fishing Port in Yunlin County; Jiangjun Fishing Port in Tainan County; Anping Fishing Port in Tainan City; Xingda Fishing Port in Kaohsiung County; Kaohsiung 2nd Port in Kaohsiung City; Donggang Fishing Port in Pingtung County; Fugang Qielan Fishing Port and Xingang Fishing

Port in Taitung County; Hualien Fishing Port in Hualien County; Magong Fishing Port, Tongpan Fishing Port, Longmen Fishing Port, Niaoyu Fishing Port, Tanmen Fishing Port, Qimei Fishing Port, Hujing Fishing Port, Xiaomen Fishing Port, Nei' an South Fishing Port, Wai' an Fishing Port, Jiangjun South Fishing Port, Dongyuping Fishing Port and Huayu Fishing Port in Penghu County; Dongyin Zhongzhu Port and Fu'ao Fishing Port in Lianjiang County.

Temporary placement locations may be adjusted according to need, with notification to the other Party.

10. Transitional Arrangements

After this Agreement is signed and takes effect, the Parties shall as promptly as possible exchange relevant regulations on management entity risk assurance systems. The Taiwan side will be responsible for conducting registration of Mainland crew who are already working on coastal fishing boats in Taiwan, and for exchanging related information with the Mainland side. At the same time, Taiwan's shipowners shall arrange insurance as prescribed for Mainland crew who are already working on offshore fishing boats in Taiwan, and shall require such crew to return to the Mainland after the expiration of their contracts. The hiring of the crew shall be governed by this Agreement.