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## EU-25

### Trade Policy Monitoring

## The US-EU Veterinary Equivalency Agreement: Content and Comparison

2005

**Approved by:**

Norval Francis  
U.S Mission to the EU

**Prepared by:**

Kathleen McNulty

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**Report Highlights:**

This report compares the 1999 US-EU Veterinary Equivalency Agreement (VEA) with the EU's other existing VEAs with Canada, New Zealand, and Chile. The data highlights the value and quantity of trade between the US and the EU between 1999 and 2004, and examines the agreement's impact on trade. This report also examines the presence of animal welfare standards in the VEAs, and how this presence has evolved over time.

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## **INTRODUCTION**

On July 20, 1999, the United States and the European Union signed the [Veterinary Equivalency Agreement \(VEA\)](#). The concept of the equivalency agreement allows veterinary inspection requirements to differ between the U.S. and the EU but ensures the United States' right to establish its own level of public health protection. The signing of the agreement is the result of six years of negotiating and compromising on both USDA's and the EU's part. The overall framework for the veterinary equivalency agreement was agreed to in April 1997.

To date, the EU has also concluded veterinary equivalency agreements with New Zealand (1996), [Canada \(1998\)](#) and [Chile \(2002\)](#)<sup>\*\*</sup>. The framework and language employed in each of these agreements is very similar to that found in the US agreement, with the exception of Chile. Unlike the other three existing agreements, Chile's VEA is not an independent document, but rather is found in Annex IV of a more comprehensive Association Agreement with the EU. Even so, all four agreements cite similar objectives that seek to establish a mechanism for the recognition of equivalence of sanitary measures pertinent to trade in animals and animal products. Each agreement also reaffirms the Parties' obligations to recognize and adhere to the stipulations of World Trade Organization agreements, in particular the Sanitary and Phytosanitary (SPS) Agreement. There exists as well a veterinary agreement between Switzerland and the EU, but it differs significantly in structure and meaning.

While the goal of this report is to focus upon the US-EU Agreement, with a useful comparison of the all four agreements, for the much of this report the comparisons between agreements will be limited to the US, New Zealand, Canadian Agreements. The glaring structural differences between the Chilean agreement and the other agreements set the Chilean agreement apart in a number of ways, and sections of this report omit the Chilean agreement for purposes of comparison. Thus, while the US agreement is the main focus, it is also necessary to give a brief overview of the disparities between the Chilean agreement and its counterparts. To begin with, the Chilean agreement alone sites as a goal the facilitation of trade in plants, plant products and other goods, *in addition* to animal products. In addition, the Chilean agreement also cites as one of its main goals the establishment of a mutual understanding regarding animal welfare standards, an issue absent from all other agreements. With regards to the agreement's deference to the WTO SPS agreement, the Chilean agreement also stands alone when it states that the rights and obligations under the SPS agreement "shall underline the activities of the Parties," clearly serving to link the two agreements. In each of the other three VEAs (US, New Zealand, and Canada), the wording implies that the SPS agreement takes precedence, but it does not create such a formal relationship between the two. Lastly, unlike the other three VEAs, Chile's agreement does not contain a comprehensive list of individual products and the equivalency rating attributed to each product. Consequentially, there is no ranking of equivalence as exists in the other agreements (see below), but rather the agreement sets forth a process for the determination of equivalence (Article 7 and Appendix VI).

This report will seek to explore the similarities and differences between each of the four agreements, while paying special attention to the US-EU agreement, and the impact that its implementation has had upon US-EU trade.

## **SIDE-BY-SIDE COMPARISON OF THE AGREEMENTS**

Table 10 in the appendix of this report sets forth a side by side comparison of the Veterinary Equivalency Agreements of the US, New Zealand, Canada and Chile. Differences in the texts are indicated by a key, depending upon the nature of the difference. For

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<sup>\*\*</sup> The New Zealand Agreement, having been before 1998, is not available electronically.

example, simple discrepancies in wording or minor passages appear in **BOLD**. More significant differences are indicated in **YELLOW**. Those differences dealing with plants and plant products are indicated in **GREEN**. Finally, those passages dealing with animal welfare are indicated in **PINK**.

## **REGULATORY AUTHORITIES**

### **1. EU Regulatory Authorities**

All four VEAs for the EU are handled through the EU's Health and Consumer Protectorate Directorate General (DG SANCO), and more specifically through the Bilateral Relations section of the Food Safety cone concerned with plant health, animal health and animal welfare. The US agreement is administered through SANCO's US desk officer, while the Canadian, New Zealand and Chilean agreements are handled through their respective regional desk officers. In terms of monitoring the sanitary equivalence of the products traded outside of the EU-25, there is a delineation of responsibility according to whether the product is being imported or exported. For EU exports to the US, New Zealand, Canada or Chile, primary responsibilities lie with individual member states involved in the exportation. These responsibilities include control of the production circumstances and requirements, including inspections and the issuing of health certifications attesting to the agreed standards and requirements. The member states must conform to the standards of the importing country.

In terms of imports, the member states retain a large degree of sovereignty, but they are primarily charged with complying with the regulations and conditions of the European Commission. The commission establishes standards in the form of harmonized legislation that the member states enforce through customs and border inspections. Therefore, when enforcing import regulations, individual customs authorities within EU member states are acting as agents of the European Commission rather than as agents of the individual member state.

### **2. US Regulatory Authorities**

In stark contrast to the EU enforcement structure, the US structure of regulatory authorities encompasses numerous agencies. Depending on the type of the commodity being traded, one of the following nine US agencies is responsible for both domestically-produced and imported animal products: US Department of Agriculture (USDA), the Animal and Plant Health Inspection Service (APHIS), the Department of the Interior (DOI), the Fish and Wildlife Service (FWS), the Food and Drug Administration (FDA), the Food Safety Inspection Service (FSIS), and the Department of Commerce (DOC), the National Marine Fisheries Service (NMFS), or the Agricultural Marketing Service (AMS). Therefore, rather than being delineated along lines of import and export, the demarcation of responsibility for the US authorities is dependent upon which regulatory agency has jurisdiction over the product being traded.

### **3. Canadian, New Zealand, and Chilean Authorities**

The nature of the US structure for regulatory agencies becomes even more apparent when contrasted with the structure of the New Zealand, Chilean and Canadian agreements. Each of these three countries lists no more than three agencies charged with regulating the terms of the agreement. Canada cites the Canadian Food Inspection Agency (CFIA) and the Department of Health as its responsibility authorities; for New Zealand the control of sanitary issues and veterinary affairs lies with the Ministry of Agriculture; and Chile relies upon the "Servicio Agrícola y Ganadero", the Ministry of Health, and the "Servicio Nacional de Pesca."

## **EQUIVALENCE**

The US, New Zealand and Canadian agreements all contain (in Annex V) a detailed listing of those individual products pertinent to the agreement, each assigned a level of

equivalency. While equivalency is not explicitly stated, the agreements attempt to define it in practical and usable terms. The US rankings (in order) of each level of equivalency differ in wording from each of the other two, and are listed below:

#### **US-EU Equivalency Rankings**

**Yes (1):** The importing Party agrees that the exporting Party's measures achieve the importing Party's appropriate level of sanitary protection.

**Yes (2):** The importing Party agrees that the exporting Party's measures, with the special conditions set out, achieve the importing Party's appropriate level of sanitary protection.

**Yes (3):** Equivalence agreed in principle, subject to satisfactory completion of the actions. Pending completion, trade shall occur on the basis of the special conditions set out.

**NE:** Not evaluated. Trade shall occur on the basis of compliance with the importing Party's requirements.

**E:** Still evaluating. Trade shall occur on the basis of compliance with the importing Party's requirements.

The language employed in the New Zealand and Canadian agreements mirrors that of the US Agreement, although it is simpler in its wording:

#### **New Zealand/Canada – EU Equivalency Rankings**

**Yes (1):** Equivalence agreed. Model health attestations to be used.

**Yes (2):** Equivalence agreed in principle. Some specific issue(s) to be resolved. Existing certification used until issue(s) resolved.

**Yes (3):** Equivalence in form of compliance with importing Party's requirements. Existing certification to be used.

**NE:** Not evaluated. Existing certification to be used in the interim.

**E:** Still evaluating / further evaluation required. Existing certification to be used in the interim.

**No\*\*:** Not equivalent and/or further evaluation is required. Trade may occur if the exporting Party meets the importing Party's requirements.

The three agreements do differ slightly in their product coverage, though all three generally list the same individual products in their Recognition of Sanitary Measures Annex (Annex V). The breakdown attributed to each individual product can differ greatly between the EU and the other country (US, Canada, New Zealand). For example, while the product heading "Farmed Game Meat" may exist in all three agreements, the breakdown into species can differ extensively. Therefore, the number of individual equivalency rankings (i.e. Yes 1, Yes 2, etc) for the US differs with regards to the number of EU rankings within the US-EU Agreement.

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\*\* This category exists only in the New Zealand agreement, and is absent from both its US and Canadian counterparts.

Tables 1-3 below represent the occurrence of the different type of equivalency rankings in each of the three agreements (US, New Zealand, and Canada). The Chilean agreement does not, as mentioned above, contain a comprehensive list of these rankings, and therefore no data is represented for Chile. The column marked "Total" at the right of each table is simply a sum of the individual rankings, and given the unique breakdown of commodities by each country, these totals are not the same for the EU and the other signatory countries within each agreement.

**Table 1: US-EU Agreement**

	<u>Yes 1</u>	<u>Yes 2</u>	<u>Yes 3</u>	<u>E</u>	<u>NE</u>	<u>Total</u>
<b>European Community Exports to the US</b>	<b>30</b>	<b>36</b>	<b>11</b>	<b>17</b>	<b>32</b>	<b>126</b>
<b>US Exports to the European Community</b>	<b>4</b>	<b>8</b>	<b>10</b>	<b>21</b>	<b>82</b>	<b>125</b>

**Table 2: Canada - EU Agreement**

	<u>Yes 1</u>	<u>Yes 2</u>	<u>Yes 3</u>	<u>E</u>	<u>NE</u>	<u>Total</u>
<b>European Community Exports to Canada</b>	<b>3</b>	<b>61</b>	<b>14</b>	<b>20</b>	<b>16</b>	<b>114</b>
<b>Canada Exports to the European Community</b>	<b>3</b>	<b>29</b>	<b>41</b>	<b>17</b>	<b>18</b>	<b>108</b>

**Table 3: New Zealand - EU Agreement**

	<u>Yes 1</u>	<u>Yes 2</u>	<u>Yes 3</u>	<u>E</u>	<u>NE</u>	<u>No</u>	<u>Total</u>
<b>European Community Exports to New Zealand</b>	<b>114</b>	<b>3</b>	<b>7</b>	<b>4</b>	<b>40</b>	<b>14</b>	<b>182</b>
<b>New Zealand Exports to the European Community</b>	<b>90</b>	<b>0</b>	<b>40</b>	<b>4</b>	<b>45</b>	<b>2</b>	<b>181</b>

As can also be seen in the tables, there is also the possibility that a significant disparity can exist between two countries regarding the number of commodities found equivalent. This phenomenon is most apparent in the US-EU agreement, where the numbers in each category of equivalence (Yes 1, Yes 2, etc) differ dramatically. This same characteristic can be seen to a lesser degree in both the Canadian and New Zealand agreements.

**VETERINARY EQUIVALENCE AND TRADE**

**1. Trade of All Products Covered by the VEA**

Attempts to determine the impact on trade of the US-EU VEA is difficult given the structure of the agreement. In Annex I of the text of the US agreement, there appears a comprehensive list of all products and their harmonized system codes (HS codes) covered by the agreement. The HS codes are tariff codes that are harmonized internationally up to six digits. A longer HS code (more numbers) indicates more specificity regarding the product description. The HS codes are necessary in order to complete trade runs and analyze the change in trade of a commodity over a certain period of time. However, any attempt to align more specific sub-categories with a corresponding HS code leaves the analysis prone to error given the fact that the description of the commodity in the VEA and that given for the HS codes do not directly correspond. Therefore, inconsistencies and the possibility of overlap arise when attempting to match each product to an HS code. Despite the guesswork involved in the process, conducting trade runs provides a rough estimate of the trade associated with the VEA. Given the database being used to conduct these trade runs, the earliest data available began in 1999, and the trade runs were conducted using the data from 1999-2004 (the US-EU agreement went into affect in 1999).

Tables 4-9 in the appendix of this report represent the trade runs conducted. Table 4 represents the **value** (in thousands of US dollars) of the US exports to the EU of all of the products covered by the US-EU Veterinary Equivalency Agreement. This table indicates that the amount of trade between the US and the EU of those products covered by the VEA has risen in value from 1999-2004 from \$2.635 billion to \$3.039 billion.

Graph 1 below represents a comparison of the 1999 and 2004 values of US exports to the EU of certain veterinary products. The absence of a value for 2004 in the category "fats" is due to the fact that the value declined to zero. In the graph, the category of "fats" refers to the HS code 1502, "Fats, Bovine, Sheep Or Goat, Raw Or Rendered."

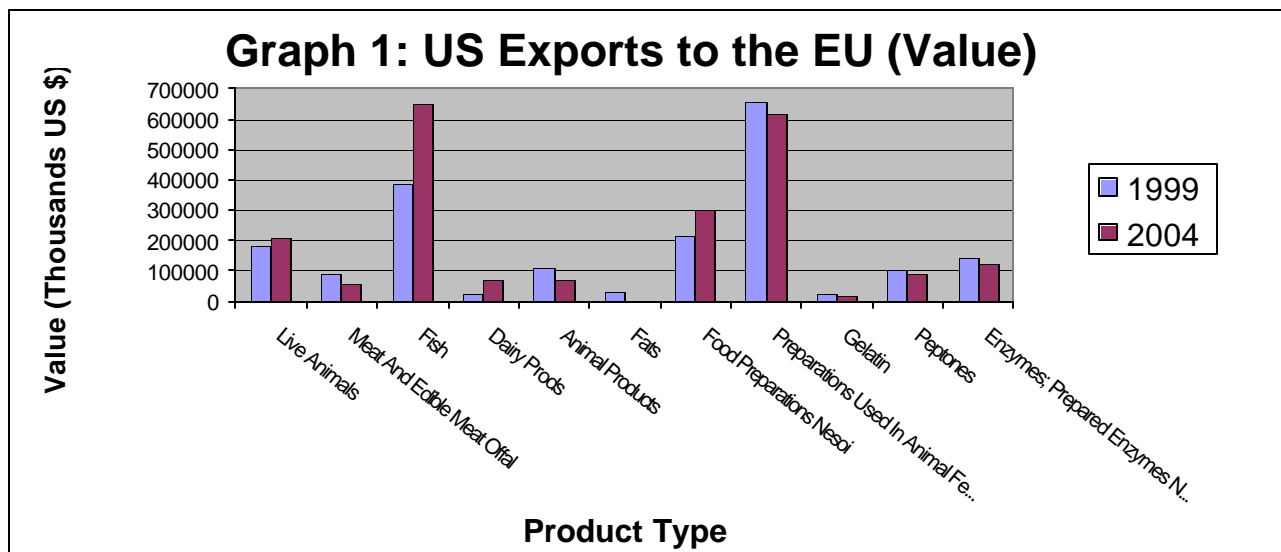


Table 5 in the appendix represents the **quantity** (in thousands of units) of US exports to the EU of all of the products covered by the US-EU Veterinary Equivalency Agreement, and where T represents metric tons, NO represents number, THS represents thousands, LPA represent liters of pure alcohol, and KCC represents kilograms of choline chloride (an additive for animal feed).

It is important to look at both value and quantity, and in so doing we find that despite the increase in of trade from 1999-2004 in value, there are very few categories that

demonstrate a significant increase in quantity. The exceptions are the categories of live animals, fish, dairy products and bird eggs, products of animal origin NESOI, and raw hides and skins of bovine or equine animals. The increase in value from 1999 to 2004 can be partially accounted for by a fluctuation in the exchange rate of the Euro in regards to the US dollar, thus indicating that the increase in trade is less than initially assumed when looking at the fluctuation in trade value. Graph 2 below represents a comparison between the 1999 and 2004 quantities of certain veterinary products that the EU exports to the US. One will notice that despite the value (Graph 1) of trade in live animals, the quantity (Graph 2) is absent. This is due to the fact that the majority of trade in live animals between the EU and the US is in purebred breeding animals, a high-value, low-weight category.

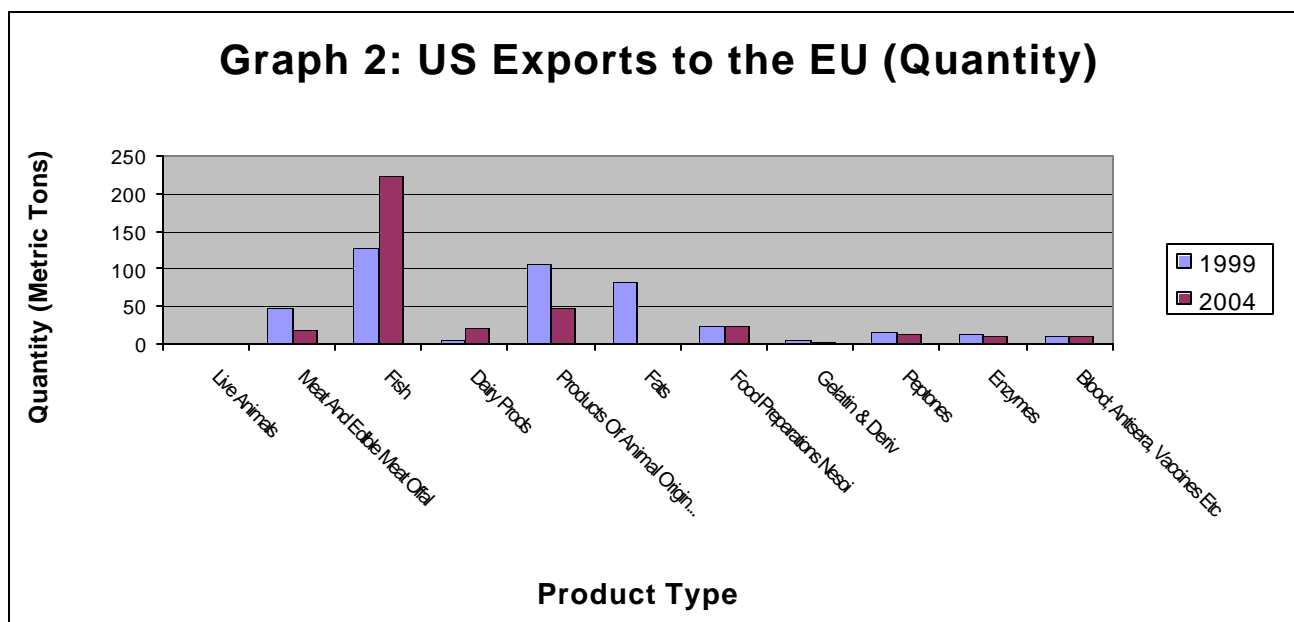


Table 6 in the appendix represents the **value** (in thousands of US dollars) of the EU exports to the US of VEA products. Like US exports to the EU, EU exports of VEA products have also increased over the 1999-2004 period from \$2.261 billion to \$3.066 billion.

Graph 3 below represents a comparison of the 1999 and 2004 values of EU exports to the US of certain veterinary products.



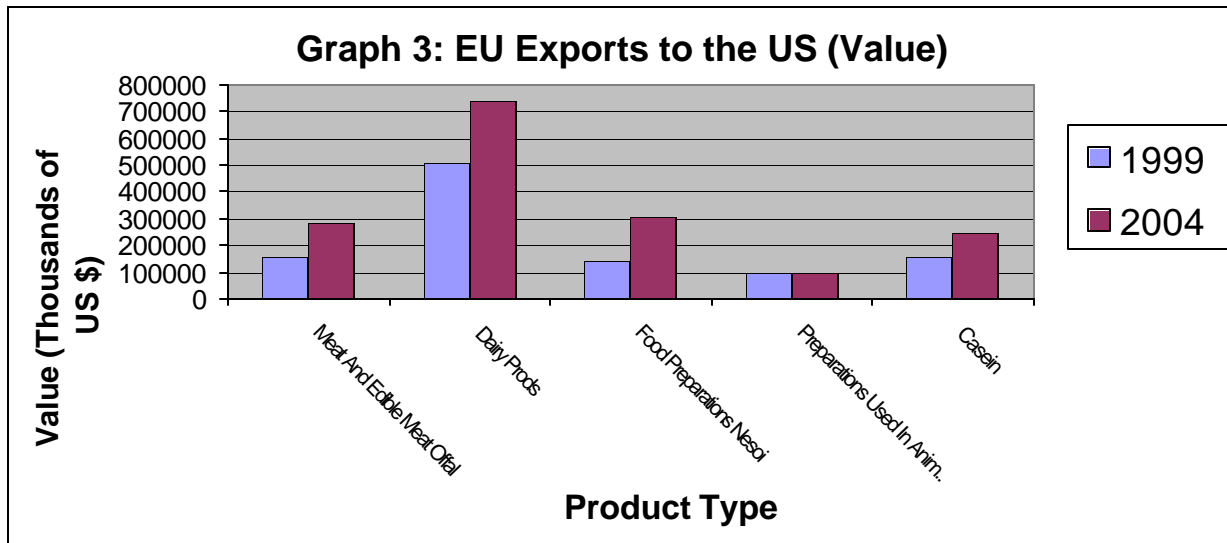
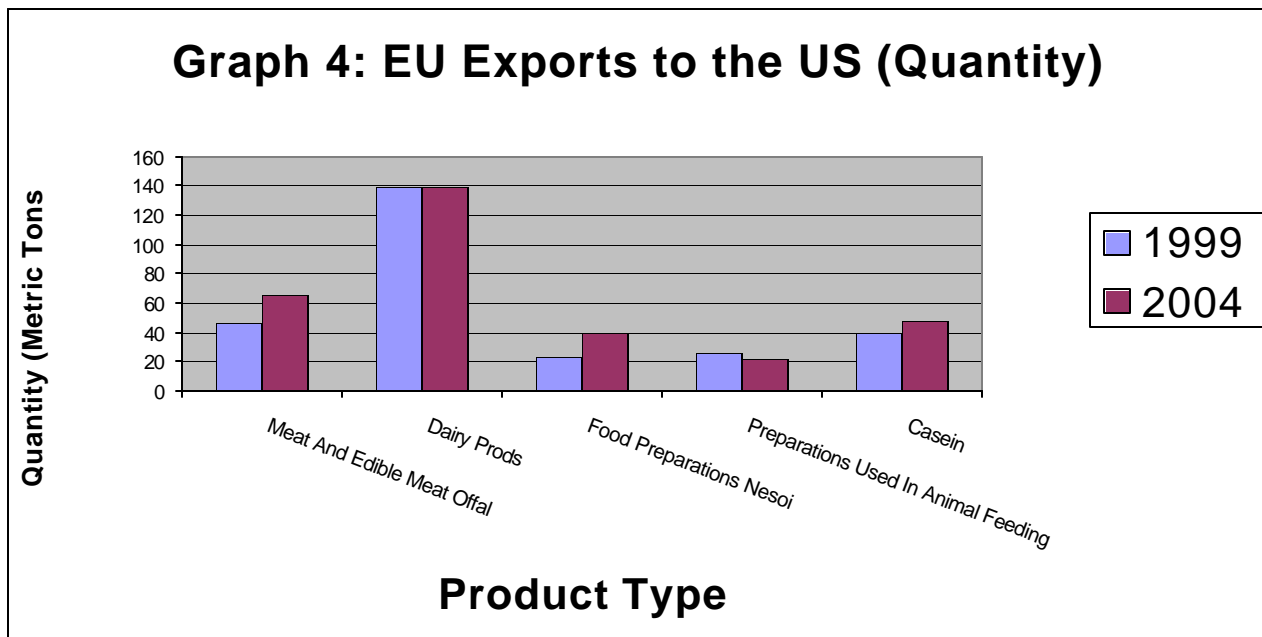
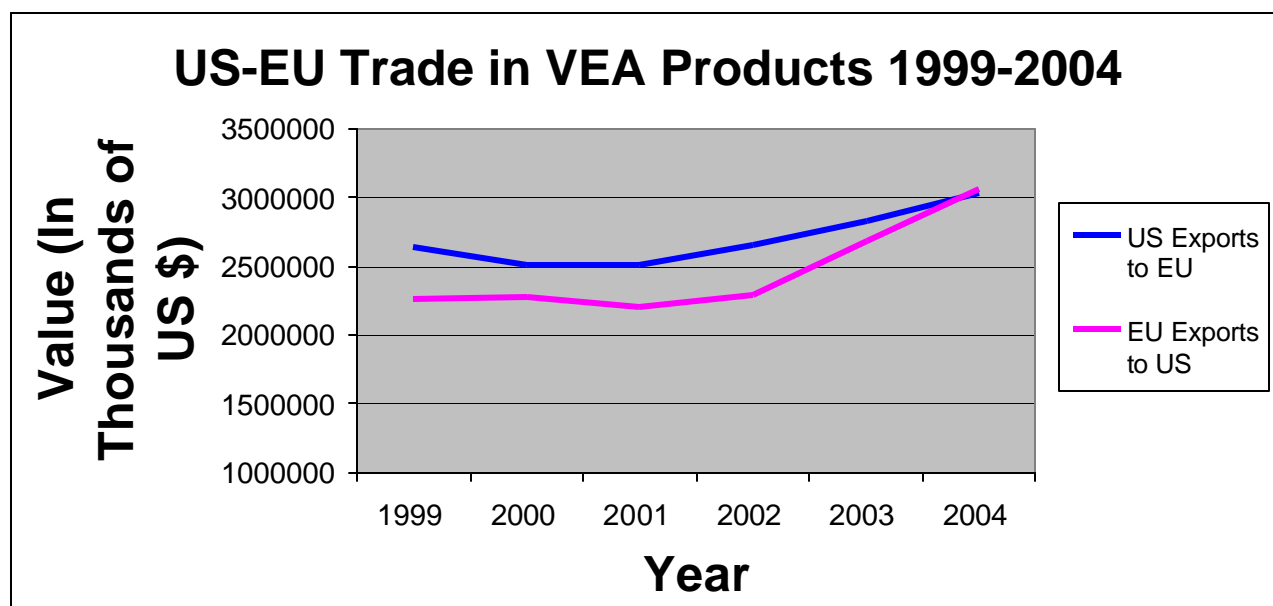


Table 7 in the appendix represents the **quantity** (in thousands) of EU exports to the US of VEA products, where T represents metric tons, NO represents number, THS represents thousands, LPA represent liters of pure alcohol, and KCC represents kilograms of choline chloride.

Graph 4 below represents a comparison of the 1999 and 2004 quantities of EU exports to the US of certain veterinary products.



Graph 5 below represents the total amount of trade (in value) between the US and EU of those products covered by the veterinary equivalency agreement.



## 2. Trade in those Products with Highest Possible Equivalency

In order to attempt to demonstrate the trade impact of the VEA for those products that received the highest possible equivalency ranking, trade runs were conducted using only those products that had been ranked as a YES 1. For EU exports, this number was 30 products determined at the time of the signing of the agreement. Here it was necessary to find the closest possible match (estimation) of the product's corresponding HS code. While Annex I of the agreement indicates which HS categories are covered by the agreement, the VEA does not break down those categories to correspond to individual products. For example, though a category may exist for "feathered game meat" in the VEA, the closest corresponding HS code would be determined to fall under the both the "of quail" and "other" categories in the "Meat And Edible Meat Offal" heading. This categorization would not only encompass "feathered game meat" but also a number of other animal meat types. Therefore, those products for which no discernable HS code could be found were omitted from the trade run. For example, as no corresponding HS code for the VEA category "Farmed game meat- Feathered" could be found, the product was thus omitted from the trade run. Also, those products that received a ranking of YES 1 in the animal health category, but a ranking below YES 1 in the public health category (thus negating the YES 1 due to the fact that the lowest ranking is what is used to compute the good's overall equivalency status) were also omitted.

It is also important to note that the US agreement has been amended twice since it was signed in 1998. The first amendment upgraded the equivalency status of gelatin from NE to Yes 2. The second amendment recognized enterbacteriaceae as providing the same level of protection as E. coli testing, as well as amending audit procedures found in Annex VI. Since the signing of the agreement, no other product's status has been upgraded.

Table 8 represents US exports to the EU of those products ranked YES 1. In addition, from this list of Yes 1 products, poultry has been omitted, given the fact that while it was ranked YES 1 for animal health, it was ranked YES 3 for public health, and therefore is not considered to have full equivalency. A further note on this table is that it includes all trade conducted with the commodity "Fish and fisheries product." This is likely to overestimate the trade conducted in this area due to the fact that only those businesses enrolled in the NMFS Voluntary HACCP based Programme are given a ranking of YES 1. It was not possible to obtain an estimate of the trade conducted solely by those businesses enrolled in the Voluntary Programme. Nonetheless, table 8 represents an increase in trade

in YES 1 products during the period 1999-2004 from \$239,251 to \$391,144 (thousands US dollars). Again, this table is likely to overestimate the trade of YES 1 products given the vast trade in the fish industry, and the possibility that only a small amount of trade is conducted by businesses enrolled in the NMFS Voluntary Programme.

Table 9 in the appendix represents EU exports to the US of YES 1 products from 1999-2004, and indicates that the value of trade in these products has increased from \$145,028 to \$154,892 (thousands of US dollars). Given the necessity to approximate HS codes for each individual YES 1 product, as well as the need to omit those for which an acceptable HS code could not be found, such data does not provide a sound basis for gauging the overall trade in YES 1 products. What it does demonstrate is the trade patterns of certain products that may be considered to have full equivalency.

## **A NOTE ON THE CHILEAN AGREEMENT**

### **1. Animal Welfare**

Animal Welfare is an issue that has received increased attention in the EU in recent years, and the EU has demonstrated particular interest in establishing comprehensive criterion to ensure the maintenance of animal welfare standards. The European Commission's attitudes toward the issue "start with the recognition that animals are sentient beings" and "the general aim is to ensure that animals need not endure avoidable pain or suffering and obliges the owner/keeper of animals to respect minimum welfare requirements" ([DG SANCO website](#)). In 2004, the European Economic and Social Committee issued a proposal for "Council Regulations on protection of animals during transport and related operations" ([Official Journal C110/135, 30.4.2004](#)). This proposal set out objectives relating to the establishment of animal welfare standards, stating that

*"animal welfare should form a more important part of the overall package of policies related to agriculture and trade" and arguing that there is a need to establish global rules on animal transport due to the fact that "animals imported from third countries are subject to different transport rules [which] distorts trade and reduces EU competitiveness in relation to third countries, since improving animal welfare means higher transport costs."*

As the structure and content of EU Veterinary Equivalency Agreements have evolved, the issue of animal welfare has begun to play a more central role. This trend is clearly demonstrated by the fact that it is only in the most recent agreement (Chile, 2002), that animal welfare is mentioned. This agreement directly states as one of its objectives,

*"reaching a common understanding between the Parties concerning animal welfare standards"*

and gives the Joint Management Committee the power to modify the agreement to extend the scope of the agreement specifically to include animal welfare issues (particularly those of the stunning and slaughter of animals). This, in addition to the variances mentioned elsewhere, sets the Chilean agreement apart from its US, Canadian, and New Zealand counterparts. It is also important to note, however, that while the phrase "animal welfare" is absent from the text of the other three agreements, there is still the potential that animal welfare standards can affect these VEAs. For example, in Annex V of the US, Canadian, and New Zealand agreements, each equivalency ranking is accompanied by a reference to the EU legislation which affects that ranking. If animal welfare standards were to affect these legislation references, the VEAs could then be indirectly affected as well.

### **2. Plants and Other Goods**

The Chilean agreement, unlike its three other counterparts, also addresses plants, plant products, and other goods. Article 1 of the Agreement states that "the objective of this Agreement is to facilitate trade in animals and animal products, plants, plant products, and other goods by between Parties, whilst safeguarding public, animal and plant health..." The

broad nature of the goods covered by this agreement make the details and specification of the Chilean agreement a bit more complex. In addition, the establishment of equivalency rankings for individual products is also a much more demanding task. In terms of equivalency rankings for plants, plant products and other goods, the Chilean agreement lacks a comprehensive listing of goods and their equivalency status, and rather sets out a process through which that status will later be determined.

#### **A NOTE ON THE SWISS AGREEMENT AND OTHER DEVELOPMENTS**

The Veterinary Agreement with Switzerland is found in Annex 11 of the Agreement on Trade in Agricultural products, and was concluded in the context of a set of 7 bilateral agreements with Switzerland. These agreements were signed in June 1999 and entered into force on 01 June 2002. This agreement sets forth, like the other four agreements discussed, equivalency principles for animal products. To date, however, equivalency has only been established for milk and milk products, as well as animal by-products. The most significant implication of this agreement is the fact that commodities consisting of live animals, semen, ova, and embryos traded between the EU and Switzerland in need only be accompanied by intra-community trade animal health certificates. Also, like the Chilean agreement, the Swiss agreement includes plant and plant health among those products covered by the agreement.

Another development in the realm of EU veterinary equivalence agreements is set to occur in November 2005 when the EU plans to sign a Memorandum of Understanding with China. This memorandum will deal with establishing a mutual understanding of sanitary and phytosanitary requirements, as well as recognizing standards for consumer products. While the memorandum is an incredibly preliminary step when compared to a VEA, it will still establish a working group that will address issues of mutual interests in the realms of animal, plant, and public health.

#### **CONCLUSION**

There are a number of questions this report attempts to pose in order to conduct a thorough examination of the US-EU VEA. One of the most logical is, how does the equivalency ranking of a product affect the producer hoping to export a product? If a producer must take extra steps in order to comply with the conditions associated with a lower level of equivalency, the cost of production rises. Therefore, on a theoretical level, exporters naturally desire a higher equivalency status; Yes 1 being the most desirable. It is also necessary to recognize, however, that the VEA does not stand alone in terms of EU legislation, and that a number of other regulations exert an effect upon the trade of animals and animal products. Thus it is necessary not only to look at the VEA on a theoretical level, but also a practical one. This includes identifying those EU regulations that may indirectly alter the equivalency status of a product covered by the VEA. An example of this is the EU Animal By-products Legislation ([European Parliament and Council regulation 1774/2002](#)). In addition, [Council Directive 93/43/EEC](#) lays down the general rules of hygiene for foodstuffs further supplements Council Directive 89/397/EEC. These rules, as set out in the annex, must be observed at the time of preparation, processing, manufacturing, packaging, storing, transportation, distribution, handling and offering for sale and supply of foodstuffs. Hygiene requirements for animal products have been established in separate directives. Those requirements have to be met before the competent authorities in the U.S. issue certificates that have to accompany shipments of [animal products imported into the EU](#). With such overlap, it is essential that the VEA be understood within the context of such regulations. As the future brings potential for amendments to the US-EU veterinary equivalency agreement, it is critical to develop an understanding of the framework of this agreement, as well as specific areas that may require adjustment.

Another important question to pose is how has the VEA affected trade in the products that it covers. This question was addressed in Tables 4-9 of this report. Given the subjectivity associated with determining corresponding HS codes for VEA products, the conclusions that can be drawn from the data are limited. However, by providing a rough estimate of the effect of the VEA upon the products it concerns, it is possible to gauge if the VEA is accomplishing its desired objectives.

Another question that can be posed is how does the development of EU VEAs with other countries affect the US agreement? By comparing the other existing agreements with that of the US, it is possible to identify trends in the evolution of VEAs, like that of animal welfare. The EU is currently in the process of negotiating a Free Trade Agreement with Mercosur, the Southern Common Market created by Argentina, Brazil, Paraguay and Uruguay in March 1991. Such an agreement will likely cover sanitary issues, as does the Chilean Agreement, and represents another important step in the establishment of Veterinary Equivalency Agreements. As bilateral agreements establishing veterinary equivalence continue to be established, it is important to examine the evolution of a number of issues included in the agreements, and how that evolution may come to impact the US-EU VEA agreement.

<b>Report Number</b>	<b>Title</b>	<b>Date Released</b>
E35218	<b>EC launches new Public Consultation on Animal Welfare</b>	11/15/2005
<a href="#">E23206</a>	<b>Historic Overview and Chronology of EU's Hormone Ban</b>	11/07/2003
<a href="#">E34015</a>	<b>General Requirements for Veterinary Certificates</b>	05/19/2004
<a href="#">E34003</a>	<b>New Border Inspection Posts in Accession Countries</b>	04/28/2004
<a href="#">E35182</a>	<b>EU Mid-Year 2005 BSE update</b>	09/13/2005
<a href="#">E35176</a>	<b>EU-Mercosur FTA Talks to Restart in November</b>	09/07/2005
<a href="#">E35171</a>	<b>New EC Proposal on Animal Welfare for Farmed Fish</b>	08/31/2005
<a href="#">E35166</a>	<b>Analysis of US Poultry Meat Trade with the EU: Past, Present, Future</b>	08/25/2005
<a href="#">E35141</a>	<b>Livestock Annual Report</b>	07/15/2005
<a href="#">E35064</a>	<b>Animal Health Certification for Meat Storage in the EU</b>	04/14/2005
<a href="#">E35019</a>	<b>Approved Lists of Animal Product Establishments</b>	02/01/2005
<a href="#">E35010</a>	<b>EU Certification Guide- Update</b>	01/20/2005
<a href="#">E35009</a>	<b>Fishery Products- Annual Report</b>	01/14/2005
<a href="#">E34089</a>	<b>Animal Welfare Legislation in the EU - Update</b>	11/16/04
<a href="#">SW5014</a>	<b>Animal Welfare Legislation in Sweden</b>	10/25/05
These reports can be accessed through our website <a href="http://www.useu.be/agri">www.useu.be/agri</a> or through the FAS website <a href="http://www.fas.usda.gov/scripts/attacherep/default.asp">http://www.fas.usda.gov/scripts/attacherep/default.asp</a> .		

**Appendix:**

**Table 4: US Exports to the EU of VEA Products (Value)**

**Table 5: US Exports to the EU of VEA Products (Quantity)**

**Table 6: EU Exports to the US of VEA Products (Value)**

**Table 7: EU Exports to the US of VEA Products (Quantity)**

**Table 8: US Exports to the EU of "Yes 1" Products (Value)**

**Table 9: EU Exports to the US of "Yes 1" Products (Value)**

**Table 10: Side-by-Side Comparison of the US, Canadian, New Zealand and Chilean Veterinary Equivalency Agreements**

<b>TABLE 4:</b>							
<b>EU25 (External Trade) Import Statistics From United States</b>							
<b>Commodity: VEA Product Coverage,</b>							
Annual Series: 1999 - 2004							
Commodity	Description	Thousands United States Dollars					
		1999	2000	2001	2002	2003	2004
VEA Product Coverage		2635442	2511382	2515113	2657712	2827403	3039576
01	Live Animals	182034	316291	224447	179488	190822	209519
02	Meat And Edible Meat Offal	92222	60263	61985	48144	70850	57739
03	Fish, Crustaceans & Aquatic Invertebrates	385746	313385	421621	514691	520100	647054
04	Dairy Prods; Birds Eggs; Honey; Ed Animal Pr Nesoi	21901	26938	26271	20703	32829	68847
05	Products Of Animal Origin, Nesoi	108951	106766	100144	67951	80635	69760
1501	Lard; Other Pig Fat And Poultry Fat, Rendered	0	0	199	16	29	1
1502	Fats, Bovine, Sheep Or Goat, Raw Or Rendered	32660	24225	22515	8434	5135	0
1503	Lard Stearin/Lard Oil/Etc Nt Emulsified Or Preprd	38	21	571	6	14	14
1504	Fats & Oils, Their Fractions, Fish & Marine Mammal	10521	4364	15889	7324	6458	12830
1505	Wool Grease & Fatty Substances Derived Therefrom	505	1396	782	1286	1281	978
1506	Animal Fat & Oil & Fraction Nesoi Nt Chem Modified	287	164	143	192	233	119
151610	Animal Fats And Oils Hydrogenated Etc Not Prepared	58	53	75	127	6	7
1517	Margarine; Edible Mixtures Etc An Or Veg Fat & Oil	5129	4948	5623	13029	10077	10195
1518	Anml/Veg Fats & Oils Chem Modified; Inedbl Mxt Etc	10129	6267	7328	6064	3188	3828
1522	Degras; Residues From Fatty Substncls/Anml/Veg Waxes	91	225	246	146	82	31
16	Edible Preparations Of Meat, Fish, Crustaceans Etc	116995	92573	106008	109883	86789	102271
1901	Malt Ext; Food Prep Of Flour Etc Un 40% Cocoa Etc	16952	23233	25684	21556	16397	17509
2104	Soups, Broths & Preps; Homogenized Comp Food Preps	1523	1283	1111	1494	1477	1139
2105	Ice Cream And Other Edible Ice, With Cocoa Or Not	9488	13583	15672	15359	11746	4086
2106	Food Preparations Nesoi	211515	235547	239741	246396	278107	297788
2301	Flour, Meal Etc Of Meat Etc, Not For Human; Greavs	6758	4007	2313	2577	4905	4669

2309	Preparations Used In Animal Feeding	657415	614560	559976	551332	576896	616785
3001	Glands Etc Dry & Ext; Heparin; Hum Etc Subst Nesoi	85261	81171	81348	98652	109125	106927
30021099	Blood Fractions and Modified Immunological Product	56995	44273	41783	228507	215889	220814
30029030	Animal Blood Prepared for Therapeutic and Prophylactic Use	5339	5057	4576	5151	4763	4986
3101	Animal/Veg Fertilizer, Mixed/Nt/Chemically Treated	2026	1590	1924	2349	2633	2147
3501	Casein, Caseinates And Other Casein Derivatives	1813	1482	2076	1342	1635	1992
3502	Albumins Incl Whey Proteins & Albumin Derivatives	9092	9888	12406	15720	15378	16357
3503	Gelatin & Deriv; Isinglass; Glues, Animal Or Nesoi	25295	16872	14974	13161	18894	19253
3504	Peptones, Other Proteins & Deriv Etc; Hide Powder	100877	84404	83569	86581	90319	93821
3507	Enzymes; Prepared Enzymes Nesoi	143683	139072	135961	107848	110776	124611
4101	Raw Hides & Skins Of Bovine Or Equine Animals	73564	95260	114077	92901	89111	45877
4102	Raw Skins Of Sheep Or Lambs Nesoi	3454	4260	6685	7026	6153	2794
4103	Raw Hides And Skins Nesoi (Fr Or Pres Not Tan Etc)	17408	24866	30645	26588	25134	31403
4301	Raw Furskins Nesoi (Incl Pcs For Fur Use)	13448	16565	17433	21954	20076	27623
5101	Wool, Not Carded Or Combed	10396	16730	8491	14426	21440	9187
5102	Fine Or Coarse Animal Hair, Not Carded Or Combed	11960	7756	2752	3482	4177	4282
5103	Waste Of Wool Or Of Fine Or Coarse Animal Hair	3907	2504	1408	1317	1825	1960
5105	Wool & Fine Or Coarse Animal Hair, Carded & Combed	4474	3793	6547	7583	3975	3005
9705	Collectors Items Of Botanic, Histor Etc Interest	195532	105750	110115	106927	188048	197369

Source: Global Trade Atlas



<b>TABLE 5:</b>								
<b>EU25 (External Trade) Import Statistics From United States</b>								
<b>Commodity: VEA Product Coverage,</b>								
Annual Series: 1999 - 2004								
Commodity	Unit	Description	Thousands Quantity					
			1999	2000	2001	2002	2003	2004
VEA Product Coverage								
01	NO	Live Animals	1258	834	794	1581	1579	1886
01	T	Live Animals	0	0	0	0	0	0
02	T	Meat And Edible Meat Offal	47	39	33	29	37	19
03	T	Fish, Crustaceans & Aquatic Invertebrates	127	108	166	201	181	223
04	NO	Dairy Prods; Birds Eggs; Honey; Ed Animal Pr Nesoi	9617	9118	10141	6769	8285	15605
04	T	Dairy Prods; Birds Eggs; Honey; Ed Animal Pr Nesoi	5	6	6	5	6	22
04	THS	Dairy Prods; Birds Eggs; Honey; Ed Animal Pr Nesoi	6	6028	10570	536	595	612
05	NO	Products Of Animal Origin, Nesoi	6	1	0	2001	3183	3043
05	T	Products Of Animal Origin, Nesoi	106	109	114	67	68	49
1501	T	Lard; Other Pig Fat And Poultry Fat, Rendered	0	0	1	0	0	0
1502	T	Fats, Bovine, Sheep Or Goat, Raw Or Rendered	83	73	70	23	13	0
1503	T	Lard Stearin/Lard Oil/Etc Nt Emulsified Or Preprd	0	0	2	0	0	0
1504	T	Fats & Oils, Their Fractions, Fish & Marine Mammal	26	7	37	9	6	15
1505	T	Wool Grease & Fatty Substances Derived Therefrom	0	0	0	0	0	0
1506	T	Animal Fat & Oil & Fraction Nesoi Nt Chem Modified	0	0	0	0	0	0
151610	T	Animal Fats And Oils Hydrogenated Etc Not Prepared	0	0	0	0	0	0
1517	T	Margarine; Edible Mixtures Etc An Or Veg Fat & Oil	1	1	1	1	3	2
1518	T	Anml/Veg Fats & Oils Chem Modified; Inedbl Mxt Etc	26	15	6	1	1	2
1522	T	Degras; Residues From Fatty Substncs/Anml/Veg Waxes	0	0	0	0	0	0
16	T	Edible Preparations Of Meat, Fish, Crustaceans Etc	23	21	25	28	21	25
1901	T	Malt Ext; Food Prep Of Flour Etc Un 40% Cocoa Etc	9	13	15	12	8	7
2104	T	Soups, Broths & Preps; Homogenized Comp Food Preps	0	0	0	0	0	0
2105	T	Ice Cream And Other Edible Ice, With Cocoa Or Not	4	5	6	6	4	1

2106	LPA	Food Preparations Nesoi	3	0	2	1	2	3
2106	T	Food Preparations Nesoi	25	29	25	24	25	24
2301	T	Flour, Meal Etc Of Meat Etc, Not For Human; Greavs	15	6	2	4	3	2
2309	KCC	Preparations Used In Animal Feeding	10	16	15	120	13	0
2309	T	Preparations Used In Animal Feeding	4701	4876	4133	4201	3626	3364
3001	T	Glands Etc Dry & Ext; Heparin; Hum Etc Subst Nesoi	0	0	2	2	2	1
30021099	T	Blood Fractions and Modified Immunological Product	3	5	2	1	2	2
30029030	T	Animal Blood Prepared for Therapeutic and Prophylactic Use	0	0	0	0	0	0
3101	T	Animal/Veg Fertilizer, Mixed/Nt/Chemically Treated	2	2	2	2	2	2
3501	T	Casein, Caseinates And Other Casein Derivatives	1	0	1	0	1	1
3502	T	Albumins Incl Whey Proteins & Albumin Derivatives	1	1	1	1	1	1
3503	T	Gelatin & Deriv; Isinglass; Glues, Animal Or Nesoi	5	2	2	2	2	2
3504	T	Peptones, Other Proteins & Deriv Etc; Hide Powder	17	18	17	15	14	14
3507	T	Enzymes; Prepared Enzymes Nesoi	14	10	13	12	9	10
4101	NO	Raw Hides & Skins Of Bovine Or Equine Animals	0	0	0	3286	2512	1351
4101	T	Raw Hides & Skins Of Bovine Or Equine Animals	40	46	46	2	1	0
4102	NO	Raw Skins Of Sheep Or Lambs Nesoi	713	845	714	890	553	205
4103	NO	Raw Hides And Skins Nesoi (Fr Or Pres Not Tan Etc)	95	79	90	121	46	41
4103	T	Raw Hides And Skins Nesoi (Fr Or Pres Not Tan Etc)	5	10	9	7	7	5
4301	NO	Raw Furskins Nesoi (Incl Pcs For Fur Use)	1249	1034	652	501	448	422
4301	T	Raw Furskins Nesoi (Incl Pcs For Fur Use)	0	0	0	0	0	0
5101	T	Wool, Not Carded Or Combed	3	5	4	4	6	4
5102	T	Fine Or Coarse Animal Hair, Not Carded Or Combed	1	1	0	1	1	1
5103	T	Waste Of Wool Or Of Fine Or Coarse Animal Hair	3	2	2	1	2	1
5105	T	Wool & Fine Or Coarse Animal Hair, Carded & Combed	1	1	1	2	1	0
9705	T	Collectors Items Of Botanic, Histor Etc Interest	6	5	4	5	10	15

Source: Global Trade Atlas

<b>TABLE 6:</b>							
<b>EU25 (External Trade) Export Statistics To United States</b>							
<b>Commodity: VEA Product Coverage,</b>							
Annual Series: 1999 - 2004							
Commodity	Description	Thousands United States Dollars					
		1999	2000	2001	2002	2003	2004
VEA Product Coverage		2260713	2279041	2200302	2295156	2684788	3066293
01	Live Animals	207471	240321	253285	227012	259710	286720
02	Meat And Edible Meat Offal	154077	192538	178906	178102	238374	285874
03	Fish, Crustaceans & Aquatic Invertebrates	131816	116720	101950	128683	158759	138716
04	Dairy Prods; Birds Eggs; Honey; Ed Animal Pr Nesoi	506015	499718	535269	589266	678546	740511
05	Products Of Animal Origin, Nesoi	42911	46702	45055	47836	41447	57827
1501	Lard; Other Pig Fat And Poultry Fat, Rendered	143	17	54	52	102	61
1502	Fats, Bovine, Sheep Or Goat, Raw Or Rendered	43	4	2	0	0	31
1503	Lard Stearin/Lard Oil/Etc Nt Emulsified Or Preprd	0	0	3	66	0	0
1504	Fats & Oils, Their Fractions, Fish & Marine Mammal	4038	3823	3240	3437	6110	3803
1505	Wool Grease & Fatty Substances Derived Therefrom	6208	6343	7502	7017	4429	6361
1506	Animal Fat & Oil & Fraction Nesoi Nt Chem Modified	78	17	162	142	28	92
151610	Animal Fats And Oils Hydrogenated Etc Not Prepared	52	12	13	103	379	138
1517	Margarine; Edible Mixtures Etc An Or Veg Fat & Oil	2372	3777	2556	4154	2981	7640
1518	Anml/Veg Fats & Oils Chem Modified; Inedbl Mxt Etc	1394	1054	1638	1639	3938	5899
1522	Degras; Residues From Fatty Substncs/Anml/Veg Waxes	156	529	361	531	542	592
16	Edible Preparations Of Meat, Fish, Crustaceans Etc	159216	156110	137555	158913	171142	169131
1901	Malt Ext; Food Prep Of Flour Etc Un 40% Cocoa Etc	66922	60410	25995	40805	35762	32404
2104	Soups, Broths & Preps; Homogenized Comp Food Preps	7068	5580	6257	7481	6725	6455
2105	Ice Cream And Other Edible Ice, With Cocoa Or Not	19995	2808	4671	4035	3221	5288
2106	Food Preparations Nesoi	144905	123096	113051	172533	255670	309768
2301	Flour, Meal Etc Of Meat Etc, Not For Human; Greavs	1173	2269	1358	1307	1190	1088
2309	Preparations Used In Animal Feeding	97930	88432	98890	88536	90074	94864

3001	Glands Etc Dry & Ext; Heparin; Hum Etc Subst Nesoi	13243	13174	14623	16022	18436	24909
30021099	Blood Fractions and Modified Immunological Product	3674	8484	8103	19123	24037	38019
30029030	Animal Blood Prepared for Therapeutic and Prophylactic Use	7987	4967	9199	10022	18942	18172
3101	Animal/Veg Fertilizer, Mixed/Nt/Chemically Treated	881	940	687	1016	1174	2707
3501	Casein, Caseinates And Other Casein Derivatives	155732	198611	201599	171822	190504	243559
3502	Albumins Incl Whey Proteins & Albumin Derivatives	3487	3830	2804	7966	21411	9922
3503	Gelatin & Deriv; Isinglass; Glues, Animal Or Nesoi	56702	56242	55357	54276	46380	33968
3504	Peptones, Other Proteins & Deriv Etc; Hide Powder	21527	29273	37251	34538	69805	80106
3507	Enzymes; Prepared Enzymes Nesoi	311340	249942	203512	182786	196258	245096
4101	Raw Hides & Skins Of Bovine Or Equine Animals	3164	14337	13203	7232	8229	3848
4102	Raw Skins Of Sheep Or Lambs Nesoi	851	1715	1753	862	743	1329
4103	Raw Hides And Skins Nesoi (Fr Or Pres Not Tan Etc)	1138	4270	5096	1874	2118	4200
4301	Raw Furskins Nesoi (Incl Pcs For Fur Use)	16602	21505	22698	27780	28881	33812
5101	Wool, Not Carded Or Combed	4851	4518	4334	3532	4284	6353
5102	Fine Or Coarse Animal Hair, Not Carded Or Combed	4957	3996	3315	2174	2783	1818
5103	Waste Of Wool Or Of Fine Or Coarse Animal Hair	2036	2767	2836	1536	610	1331
5105	Wool & Fine Or Coarse Animal Hair, Carded & Combed	2765	4334	3737	9219	5285	5608
9705	Collectors Items Of Botanic, Histor Etc Interest	95790	105858	92425	81730	85778	158272

Source: Global Trade Atlas

<b>TABLE 7:</b>								
<b>EU25 (External Trade) Export Statistics To United States</b>								
<b>Commodity: VEA Product Coverage,</b>								
Annual Series: 1999 - 2004								
Commodity	Unit	Description	Thousands Quantity					
			1999	2000	2001	2002	2003	2004
VEA Product Coverage								
01	NO	Live Animals	10	57	40	23	29	30
01	T	Live Animals	0	0	0	0	0	0
02	T	Meat And Edible Meat Offal	46	55	44	47	74	65
03	T	Fish, Crustaceans & Aquatic Invertebrates	23	23	22	28	29	24
04	NO	Dairy Prods; Birds Eggs; Honey; Ed Animal Pr Nesoi	1714	961	1678	1416	1127	1392
04	T	Dairy Prods; Birds Eggs; Honey; Ed Animal Pr Nesoi	139	136	139	147	144	139
04	THS	Dairy Prods; Birds Eggs; Honey; Ed Animal Pr Nesoi	0	40	122	0	21	2
05	NO	Products Of Animal Origin, Nesoi	0	0	0	241	600	622
05	T	Products Of Animal Origin, Nesoi	8	10	9	9	8	8
1501	T	Lard; Other Pig Fat And Poultry Fat, Rendered	0	0	0	0	0	0
1502	T	Fats, Bovine, Sheep Or Goat, Raw Or Rendered	0	0	0	0	0	0
1503	T	Lard Stearin/Lard Oil/Etc Nt Emulsified Or Preprd	0	0	0	0	0	0
1504	T	Fats & Oils, Their Fractions, Fish & Marine Mammal	1	1	0	0	0	0
1505	T	Wool Grease & Fatty Substances Derived Therefrom	2	1	1	2	1	1
1506	T	Animal Fat & Oil & Fraction Nesoi Nt Chem Modified	0	0	0	0	0	0
151610	T	Animal Fats And Oils Hydrogenated Etc Not Prepared	0	0	0	0	0	0
1517	T	Margarine; Edible Mixtures Etc An Or Veg Fat & Oil	1	1	1	2	1	3
1518	T	Anml/Veg Fats & Oils Chem Modified; Inedbl Mxt Etc	1	1	1	1	1	1
1522	T	Degras; Residues From Fatty Substncs/Anml/Veg Waxes	0	2	1	1	1	1
16	T	Edible Preparations Of Meat, Fish, Crustaceans Etc	51	51	43	49	48	41
1901	T	Malt Ext; Food Prep Of Flour Etc Un 40% Cocoa Etc	34	31	13	21	16	13
2104	T	Soups, Broths & Preps; Homogenized Comp Food Preps	3	3	3	4	3	2
2105	T	Ice Cream And Other Edible Ice, With Cocoa Or Not	7	1	1	1	1	1

2106	LPA	Food Preparations Nesoi	30	50	59	56	32	60
2106	T	Food Preparations Nesoi	23	25	24	28	31	40
2301	T	Flour, Meal Etc Of Meat Etc, Not For Human; Greavs	2	4	2	1	1	1
2309	KCC	Preparations Used In Animal Feeding	90	227	165	46	133	162
2309	T	Preparations Used In Animal Feeding	26	14	13	16	20	22
3001	T	Glands Etc Dry & Ext; Heparin; Hum Etc Subst Nesoi	0	0	0	0	0	0
30021099	T	Blood Fractions and Modified Immunological Product	0	0	0	0	0	0
30029030	T	Animal Blood Prepared for Therapeutic and Prophylactic Use	0	0	0	0	0	0
3101	T	Animal/Veg Fertilizer, Mixed/Nt/Chemically Treated	1	2	1	2	2	3
3501	T	Casein, Caseinates And Other Casein Derivatives	39	46	43	40	45	47
3502	T	Albumins Incl Whey Proteins & Albumin Derivatives	0	1	0	1	2	2
3503	T	Gelatin & Deriv; Isinglass; Glues, Animal Or Nesoi	9	11	10	10	9	7
3504	T	Peptones, Other Proteins & Deriv Etc; Hide Powder	3	3	4	4	4	5
3507	T	Enzymes; Prepared Enzymes Nesoi	19	15	13	16	15	16
4101	NO	Raw Hides & Skins Of Bovine Or Equine Animals	0	0	0	340	385	78
4101	T	Raw Hides & Skins Of Bovine Or Equine Animals	1	2	2	2	2	4
4102	NO	Raw Skins Of Sheep Or Lambs Nesoi	153	274	460	127	99	122
4103	NO	Raw Hides And Skins Nesoi (Fr Or Pres Not Tan Etc)	22	2	87	144	27	0
4103	T	Raw Hides And Skins Nesoi (Fr Or Pres Not Tan Etc)	0	0	0	0	0	1
4301	NO	Raw Furskins Nesoi (Incl Pcs For Fur Use)	2420	1772	1625	727	750	720
4301	T	Raw Furskins Nesoi (Incl Pcs For Fur Use)	0	0	0	0	0	0
5101	T	Wool, Not Carded Or Combed	2	2	2	1	2	2
5102	T	Fine Or Coarse Animal Hair, Not Carded Or Combed	0	0	0	0	0	0
5103	T	Waste Of Wool Or Of Fine Or Coarse Animal Hair	1	1	1	1	0	1
5105	T	Wool & Fine Or Coarse Animal Hair, Carded & Combed	0	1	0	1	1	1
9705	T	Collectors Items Of Botanic, Histor Etc Interest	0	0	0	0	0	0

<b>TABLE 8:</b>							
<b>EU25 (External Trade) Import Statistics From United States</b>							
<b>Commodity: VEA Yes 1 US to EU,</b>							
Annual Series: 1999 - 2004							
Commodity	Description	Thousands United States Dollars					
		1999	2000	2001	2002	2003	2004
VEA Yes 1 US to EU		254160	185644	310825	394537	389186	486936
0302	Fish, Fresh Or Chilled (No Fillets Or Other Meat)	28100	18189	14851	11009	12783	16007
0303	Fish, Frozen (No Fish Fillets Or Other Fish Meat)	125417	83048	113436	92222	114310	126371
0304	Fish Fillets & Oth Fish Meat, Fresh, Chill Or Froz	73078	58086	149651	265251	227268	292828
0305	Fish, Dried, Salted Etc, Smoked Etc; Ed Fish Meal	16576	9959	16993	13622	14282	20409
0407	Birds' Eggs, In The Shell, Fresh, Preserv Or Cookd	10989	16362	15894	12432	20543	31321

Source: Global Trade Atlas

<b>TABLE 9:</b>							
<b>EU25 (External Trade) Export Statistics To United States</b>							
<b>Commodity: VEA YES 1 EU to US</b>							
Annual Series: 1999 - 2004							
Commodity	Description	Thousands United States Dollars					
		1999	2000	2001	2002	2003	2004
VEA YES 1 EU to US		145028	147642	150048	140109	144580	154892
02031190	Fresh or Chilled Non-Domestic Swine Carcasses or Half-Carcasses	17	121	0	0	0	0
020312	Meat, Swine, Hams, Shldrs, Bone In, Frsh Or Chlld	1	197	7	15	18	91
020319	Meat Of Swine, Nesoi, Fresh Or Chilled	1993	2271	265	612	1638	559
020500	Meat Of Horses, Asses, Mules, Hinnies Fr, Chld, Fz	20	0	7	0	2	0
020630	Offal Of Swine, Edible, Fresh Or Chilled	110	111	55	0	0	140
020810	Rabbit Or Hare Meat & Offal Fresh, Chilled, Frozen	5	5	4	75	0	0
021012	Meat Of Swine, Bellies (Bacon Etc), Cured Etc	1	0	1	2	0	44
050210	Pigs, Hogs, Boars Bristles & Hair & Waste Thereof	1943	2198	1415	1540	689	508
0506	Bones & Horn-Cores, Unworked Etc; Powder & Waste	540	637	475	148	75	13
151610	Animal Fats And Oils Hydrogenated Etc Not Prepared	52	12	13	103	379	138
1601	Sausages, Similar Prdt Meat Etc Food Prep Of These	7036	9541	6509	7309	9567	9353
160210	Homogenized Preps Of Meat, Meat Offal Or Blood	25	17	4	9	23	491
160242	Prepared Or Preserved Swine Nesoi, Shoulders Etc	17466	18233	13814	13282	12077	14391
160249	Prepared Etc. Swine Meat, Offal, Etc. Nesoi	15013	17143	18864	22109	26854	30192
160290	Anml Meat Nesoi Blood Preps Of Any Anml, Prep/Pres	39	90	170	82	63	130
230910	Dog And Cat Food, Put Up For Retail Sale	10395	6682	7493	9322	6485	5197
230990	Animal Feed Prep Except Dog Or Cat Food, Retail Pk	87534	81750	91397	79214	83589	89666
410122	Butts, Bends, Bovine Animals Fresh Or Wet-Salted	20	138	739	0	0	0
410129	Hides & Skins Bovine Animals Nesoi Frsh Wet-Salted	845	983	74	0	0	0
410130	Hides & Skins Bovine Animals Nesoi Otherwise Pres	950	5596	6646	0	0	0
410150	Whole Hides & Skins, Of A Wt >16Kg Bovine/Equine	0	0	0	3985	1472	1539



410190	Butts/Bends/Bellies Of Bovine/Equine Animals	0	0	0	420	743	1050
410210	Sheep, Lamb Skins, Wool-On, Fresh Etc, Not Tanned	300	890	1305	383	359	458
410221	Sheep/Lamb Skins Without Wool On Pickled W/N Split	248	453	321	288	361	670
410229	Sheep/Lamb Skins Without Wool On, Othrwse Prepared	303	373	127	191	23	201
410310	Goat, Kid Skins Fresh Salted Dried Etc, Not Tanned	171	200	342	963	164	11
410330	Swine Raw Hided/Skins,Nt Pretan,Frh Or Salted, Etc	0	0	0	56	0	49

Source: Global Trade Atlas

## **PAGES 27-79**

**Table 10:** Side-by-Side Comparison of the US, Canadian, New Zealand and Chilean Veterinary Equivalency Agreements

<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
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<p><b><u>Article 1</u></b></p> <p><b>Objective</b></p> <p>The objective of this Agreement is to facilitate trade in live animals and animal products between the Community and <b>the USA</b> by establishing a mechanism for the recognition of equivalence of sanitary measures maintained by the two Parties consistent with the protection of public and animal health, and to improve communication and cooperation on sanitary measures.</p>	<p><b><u>Article 1</u></b></p> <p><b>Objective</b></p> <p>The objective of this Agreement is to facilitate trade in live animals and animal products between the Community and <b>Canada</b> by establishing a mechanism for the recognition of equivalence of sanitary measures maintained by the two Parties consistent with the protection of public and animal health, and to improve communication and cooperation on sanitary measures.</p>	<p><b><u>Article 1</u></b></p> <p><b>Objective</b></p> <p>The objective of this Agreement is to facilitate trade in live animals and animal products between the Community and <b>New Zealand</b> by establishing a mechanism for the recognition of equivalence of sanitary measures maintained by the two Parties consistent with the protection of public and animal health, and to improve communication and cooperation on sanitary measures.</p>	<p><b><u>Article 1</u></b></p> <p><b>Objective</b></p> <p>The objective of this Agreement is to facilitate trade in animals and animal products, <b>plants, plant products and other goods</b> between the Parties, whilst safeguarding public, animal and plant health, by:</p> <ul style="list-style-type: none"> <li>a) <b>ensuring full transparency as regards sanitary and phytosanitary measures applicable to trade.</b></li> <li>b) <b>Establishing a mechanism for the recognition of equivalence of such measures maintained by a Party consistent with the protection of public, animal and plant health</b></li> <li>c) <b>Recognition of the health status of the Parties and applying the principle of regionalisation.</b></li> <li>d) <b>Further implementing the principles of the WTO SPS Agreement</b></li> <li>e) <b>Establishing mechanisms and procedures for trade facilitation; and</b></li> <li>f) <b>Improving communication and Cooperation between the parties on sanitary and phytosanitary measures.</b></li> </ul> <p><b>2. Furthermore, this Agreement aims at reaching a common understanding between the Parties concerning animal welfare standards.</b></p>
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<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
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<p><b><u>Article 2</u></b></p> <p><b>Multilateral obligations</b></p> <p>Nothing in this Agreement shall limit the rights or obligations of the Parties under the Agreement establishing the World Trade Organisation and its Annexes, in particular the SPS Agreement.</p>	<p><b><u>Article 4</u></b></p> <p><b>Relation to the WTO Agreement</b></p> <p>Nothing in this Agreement shall <b>modify</b> the rights or obligations of the Parties under the WTO Agreement and in particular the SPS Agreement.</p>	<p><b><u>Article 3</u></b></p> <p><b>Multilateral obligations</b></p> <p>Nothing in this Agreement <b>or the Annexes</b> shall limit the rights or obligations of the Parties pursuant to the Agreement establishing the World Trade Organisation and its Annexes, in particular the SPS Agreement.</p>	<p><b><u>Article 2</u></b></p> <p><b>Multilateral obligations</b></p> <p><b>The Parties reaffirm their rights and obligations under the WTO Agreement and, in particular, the WTO SPS Agreement. These rights and obligations shall underline the activities of the Parties under this Agreement. **</b></p>
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**\*\* Comments: The Chilean wording brings the SPS Agreement in as a direct partner ('underline the activities)'. The wording in the other Agreements implies that the SPS Agreement should take precedence, but does not say that they are directly linked.**

**USA (1998)****Canada (1998)****New Zealand (1996)****Chile (2002)****Article 3****Scope**

1. This Agreement shall initially be limited to the sanitary measures applied by either Party to the live animals and animal products listed in Annex 1, except as provided for in paragraphs 2.

2. Unless otherwise specified under the provisions set out in the Annexes to this Agreement and without prejudice to Article 11, this Agreement shall not apply to sanitary measures related to food additives, processing aids, flavours, colour additives, sanitary stamps, irradiation (ionisation), contaminants **(including pesticides, chemical residues, mycotoxins, natural toxins, physical contaminants and animal drug residues)**, chemicals originating from the migration of substances from packaging materials, labeling of foodstuffs (including nutritional labeling), animal feedstuffs, medicated feeds and premixes.

3. The Parties may agree to modify this Agreement in the future, to extend the scope to other sanitary or phytosanitary measures affecting trade between the Parties.

**Article 3****Scope**

1. This Agreement applies in respect of trade between the Community and Canada in live animals and animal products.

2. Subject to paragraph 3, the provisions of this Agreement shall apply initially to sanitary measures of the Parties that apply to trade in live animals and animal products.

3. Unless otherwise specified under the provisions set out in the Annexes to this Agreement and without prejudice to Article 11, the scope of this Agreement shall exclude sanitary measures related to food additives (all food additives and colours), sanitary stamps, processing aids, flavours, irradiation (ionisation), contaminants **(including microbiological standards), transport**, chemicals originating from the migration of substances from packaging materials, labelling of foodstuffs, nutritional labelling, animal feedingstuffs, medicated feeds and premixes.

4. **The Parties may agree to apply the principles of this Agreement to address veterinary issues other than sanitary measures applicable to trade in live animals and animal products.**

5. The Parties may agree to modify this Agreement in the future, to extend the scope to other sanitary or phytosanitary measures affecting trade between the Parties.

**Article 4****Scope**

1. The scope of this Agreement shall be limited initially to the sanitary measures applied by either Party to the live animals and animal products listed in Annex 1, except as provided for in paragraphs 2 and 3.

2. Unless otherwise specified under the provisions set out in the Annexes to this Agreement and without prejudice to Article 11, this Agreement shall not apply to sanitary measures related to food additives (all food additives and colours), sanitary stamps, processing aids, flavours, irradiation (ionisation), contaminants **(including microbiological standards), transport**, chemicals originating from the migration of substances from packaging materials, labelling of foodstuffs, nutritional labelling, medicated feeds and premixes.

3. **The Parties may also agree to apply the principles of this Agreement to address veterinary issues other than sanitary measures applicable to trade in live animals and animal products.**

4. The Parties may agree to modify this Agreement in the future, to extend the scope to other sanitary or phytosanitary measures affecting trade between the Parties.

**Article 3****Scope**

1. This Agreement shall apply to the following measures in so far as they affect trade between the parties:

(a) Sanitary measures applied by either Party to animals and animal products listed in Appendix I.A; and

**(b) Phytosanitary measures applied by either Party to plants and plant products and other goods listed in Appendix I.B.**

2. **Additionally, this Agreement shall apply to the development of animal welfare standards as listed in Appendix I.C.**

3. Without prejudice to paragraph 4, this Agreement shall initially not apply to matters listed in Appendix I.D. [Food additives (all food additives and colors), processing aids, flavours, irradiation (ionisation), chemicals originating from the migration of substances from packaging materials, labelling of foodstuffs, nutritional labelling, feed additives, animal feeding stuffs, medicated feeds and premixes, **genetically modified organisms (GMO's)**]

4. **The Committee mentioned in Article 16 may modify this Agreement by means of a decision to extend the scope to other sanitary and phytosanitary measures affecting trade between the Parties.**

5. **The Committee mentioned in Article 16 may modify this Agreement by means of a decision to extend the scope to other animal welfare standards.**

<b>USA (1998)</b>	<b>Canada (1998)</b>	<b>New Zealand (1996)</b>	<b>Chile (2002)</b>
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<p><b><u>Article 4</u></b></p> <p><b>Regulatory Authorities</b></p> <p>1. The USA: regulatory authority for imports and exports of live animals and animal products is as described in part A of Annex II:</p> <p><b>ANNEX II STATES:</b>  <i>The regulatory authorities for the USA are comprised of the US Department of Agriculture (USDA), the Animal and Plant Health Inspection Service (APHIS), the Department of the Interior (DOI), the Fish and Wildlife Service (FWS), the Food and Drug Administration (FDA), the Food Safety and Inspection Service (FSIS), the Department of Commerce, the National Marine Fisheries Service (NMFS), and the Agricultural Marketing Service (AMS).</i></p> <p>2. The Community: control in veterinary affairs is as described in part A of Annex II.</p>	<p><b>Responsible Authorities</b></p> <p><b>SEE ARTICLE 2: DEFINITIONS (page 5)</b></p> <p>(f) responsible authorities means:</p> <p>(i) Canada – the authorities described in Part A of Annex II;</p> <p><b>APPENDIX II STATES:</b> <i>The competent authorities for Canada are: the Canadian Food Inspection Agency (CFIA) and the Department of Health.</i></p> <p>(ii) European Community – the authorities described in Part B of Annex II.</p>	<p><b>Responsible Authorities</b></p> <p><b>SEE ARTICLE 5: DEFINITIONS (page 5)</b></p> <p>(f) responsible authorities:</p> <p>(i) New Zealand – the authorities described in Part A of Annex II;</p> <p><b>ANNEX II STATES: Control in Sanitary issues and veterinary affairs is shared between the Ministry of Agriculture and the Ministry of Health.</b></p> <p>(ii) European Community – the authorities described in Part B of Annex II.</p>	<p><b><u>Article 5</u></b></p> <p><b>Competent Authorities</b></p> <p>1. The competent authorities of the Parties are the authorities competent for the implementation of the measures referred to in this Agreement, as provided in Appendix II</p> <p><b>APPENDIX II STATES:</b>  <i>The competent authorities for Chile are: The Ministry of Agriculture through the 'Servicio Agrícola y Ganadero,' the Ministry of Health, and the 'Servicio Nacional de Pesca.'</i></p> <p>2. In accordance with Article 12, the Parties shall inform each other of any significant changes in the structure, organization and divisions of competency of their competent authorities</p>
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<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
<p><b><u>Article 5</u></b></p> <p><b>Definitions</b></p> <p>For the purposes of this Agreement the following definitions shall apply:</p>	<p><b><u>Article 2</u></b></p> <p><b>Definitions</b></p> <p>For the purposes of this Agreement:</p> <p>(a) live animals and animal products means the live animals and animal products, including fish and fishery products, listed in Annex I;</p>	<p><b><u>Article 5</u></b></p> <p><b>Definitions</b></p> <p>For the purposes of this Agreement the following definitions shall apply:</p> <p>(a) live animals and animal products: means the live animals and animal products covered by the provisions listed in Annex I;</p>	<p><b><u>Article 4</u></b></p> <p><b>Definitions</b></p> <p>For the purposes of this Agreement the following definitions shall apply:</p> <p>(a) 'animals and animal products' means live animals including live fish and bivalve molluscs, semen. Ova, embryos and eggs for incubation and products of animal origin including fish products, as defined in the International Animal Health Code and the International Aquatic Health Code of the 'Office International des Epizooties' ('OIE')</p> <p>(b) 'plants' means living plants and living parts thereof, including seeds, as set out in Appendix I.B. Living parts of plants shall be considered to include:</p> <p>(i) fruits, in the botanical sense, other than those preserved by deep freezing.</p> <p>(ii) Vegetables, other than those preserved by deep freezing;</p> <p>(iii) Tubers, corms, bulbs, rhizomes;</p> <p>(iv) Cut flowers</p> <p>(v) Branches with foliage;</p> <p>(vi) Cut trees retaining foliage; and</p>

USA (1998)	Canada (1998)	New Zealand (1996)	Chile (2002)
			<p>(vii) Plant tissue cultures.</p> <p>(c) 'plant products' means products of plant origin, unprocessed or having undergone simple preparation in so far as these are not plants set out in Appendix I.B.;</p> <p>(d) 'seeds' means seeds in the botanical sense, intended for planting.</p> <p>(e) 'other goods' means packaging, conveyance, container, unused agricultural machinery, soil, growing mediums and any other organism, object or material capable of harbouring or spreading pests as set out in Appendix I.B.;</p> <p>(f) 'pests' means any species, strain or biotype of plant, animal or pathogenic agent injurious to plants or plant products;</p> <p>(g) 'animal disease' means a clinical or pathological manifestation in animals of an infection.</p> <p>(h) 'fish disease' means clinical or non-clinical infection with one or more of the etiological agents of the diseases affecting aquatic animals.</p> <p>(i) 'infection in animals' means the situation where animals maintain an infectious agent</p>



USA (1998)	Canada (1998)	New Zealand (1996)	Chile (2002)
<p>(a) sanitary measures: means sanitary measures as defined in Annex A, paragraph 1, of the SPS Agreement <b>and falling within the scope of this Agreement. The reference to sanitary measures may cover individual sanitary measures or groups of sanitary measures for product areas, sectors, or parts of sectors, as appropriate;</b></p> <p>(b) appropriate level of sanitary protection: means the level of protection as defined in Annex A, paragraph 5, of the SPS Agreement;</p> <p>(c) region: means 'zones' and 'regions' as defined in the Animal Health Code of the Office International des Epizooties; and for aquaculture as defined in the International Animal Health Code.</p>	<p>(b) sanitary measures: means sanitary measures as defined in paragraph 1 of Annex A to the SPS Agreement.</p> <p>(c) appropriate level of sanitary protection: means the level of protection as defined in Annex A, paragraph 5, of the SPS Agreement.</p> <p>(d) region: means 'zone' and 'region' as defined in the Animal Health Code of the Office International des Epizooties, and for aquaculture as defined in the International Animal Health Code.</p>	<p>(b) sanitary measures: means sanitary measures as defined in Annex A, paragraph 1, of the SPS Agreement falling within the scope of this Agreement;</p> <p>(c) appropriate level of sanitary protection: means the level of protection as defined in Annex A, paragraph 5, of the SPS Agreement;</p> <p>(d) region: means 'zones' and 'regions' as defined in the Animal Health Code of the Office International des Epizooties;</p>	<p>with or without presence of clinical or pathological manifestation of an infection.</p> <p>(j) 'sanitary and <b>phytosanitary</b> measures' means measures as defined in Paragraph 1 of Annex A to the WTO SPS Agreement, falling within the scope of this Agreement.</p> <p>(k) <b>'animal welfare standards' means standards for the protection of animals as developed and applied by the Parties and, as appropriate, in compliance with the OIE standards and falling within the scope of this Agreement.</b></p> <p>(l) 'appropriate level of sanitary and <b>phytosanitary</b> protection' means the appropriate level of sanitary and <b>phytosanitary</b> protection as defined in paragraph 5 of Annex A to the WTO SPS Agreement.</p> <p>(m) 'region' means:  <b>(l) as regards animal health, zones or regions as defined in the Animal Health Code of the OIE, and for aquaculture as defined in the International Animal Health Code of the OIE, on the understanding that as regards the territory of the Community its</b></p>

<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
			<p>specificity shall be taken into account recognising the Community as an entity;</p> <p>(ii) as regards plant health, an area referred to in the FAO International Standard for Phytosanitary Measures 'Glossary of Phytosanitary terms' i.e. an officially defined part or all parts of any of the Parties the status of which is recognised in accordance with Article 6(6)(a), as regards the distribution of a said pest;</p> <p>(n) 'regionalisation' means the concept of regionalisation as described in Article 6 of the WTO SPS Agreement;</p> <p>(o) 'consignment' means a quantity of products of the same type, covered by the same certificate or document, conveyed by the same means of transport, consigned by a single consignee and originating in the same exporting country or part of such country. A consignment may be composed of one or more lots.</p> <p>(p) 'equivalence for trade purposes' (herein referred to as equivalence) means the state wherein measures applied in the exporting Party, whether or not different from the measures applied in the importing Party, objectively achieve the importing Party's appropriate level of protection or acceptable</p>

<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
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<p>(d) 'Agreement' means the entire text of this Agreement and all its Annexes.</p>			<p>level of risk;</p> <p>(q) 'sector' means the production and trade structure for a product or category of products in a Party;</p> <p>(r) 'sub-sector' means a well-defined and controlled part of a sector;</p> <p>(s) 'commodities' means animals and plants, or categories thereof, or specific products, including other goods, referred to in paragraphs (a), (b), (c) and (d);</p> <p>(t) 'specific import authorisation' means a formal prior authorisation by the competent authorities of the importing Party addressed to an individual importer as a condition for import of a single consignment or multiple consignments of a commodity from the exporting Party, within the scope of this Agreement;</p> <p>(u) 'measures' includes any law, regulation, procedure, requirement or practice;</p> <p>(v) 'working days' means working days for the authorities which must take the required action;</p> <p>(w) 'Agreement' means the entire text of this Agreement and all its Appendices; and</p>
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<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
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	<p>(g) responsible authorities means:</p> <ul style="list-style-type: none"> <li>a. Canada – the authorities described in Part A of Annex II;</li> <li>b. European Community – the authorities described in Part B of Annex II.</li> </ul>	<p>(e) responsible authorities:</p> <ul style="list-style-type: none"> <li>(i) New Zealand – the authorities described in Part A of Annex II;</li> <li><b>(ii)</b> European Community – the authorities described in Part B of Annex II.</li> </ul>	<p>(x) <b>'Association Agreement' means the Agreement establishing an Association between the Parties, to which this Agreement is annexed.</b></p>
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<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
<p><b><u>Article 6</u></b></p> <p><b>Animal health status</b></p> <p>1. The importing Party shall recognise for trade the health status of regions, as determined by the exporting Party, with respect to the animal and aquaculture diseases specified in Annex III.</p> <p>2. The importing Party shall recognise regionalization decisions taken by the exporting Party in accordance with the criteria set out in Annex IV as the basis for trade from a Party where an area is affected by one or more of the diseases listed in Annex III.</p> <p><b>ANNEX III LISTS THE FOLLOWING DISEASES: Foot and Mouth Disease, Swine vesicular disease, Peste de petits ruminants, contagious caprine pleuripneumonia, sheep and goat pox, African Swine fever, Enterovirus encephalomyelitis, Newcastle disease, psudorabies/aujezky's disease, vesicular stomatitis, Rinderpest, contagious bovine pleuropneumonia, Bluetongue, African horse sickness, classical swine fever, fowl plague (avian influenza), Venezuelan equine encephalomyelitis</b></p>	<p><b><u>Article 5</u></b></p> <p><b>Recognition of regional conditions</b></p> <p>1. The Parties recognise the concept of regionalisation, which they agree to apply in respect of the diseases listed in Annex III.</p> <p><b>ANNEX III LISTS THE FOLLOWING DISEASES NOT FOUND IN THE US AGREEMENT: Epizootic haemorrhagic disease, Teschen, Lumpy skin disease, Rift Valley Fever</b></p>	<p><b><u>Article 6</u></b></p> <p><b>Adaptation to regional conditions</b></p> <p>1. The Parties recognise for trade between them regional freedom from the animal diseases specified in Annex III.</p> <p><b>ANNEX III LISTS THE FOLLOWING DISEASES NOT FOUND IN THE US AGREEMENT: Infectious haematopoietic necrosis (IHN), Spring viraemia of carp (SVC), viral haemorrhagic septicaemia (VHS), Rift Valley Fever, Lumpy skin disease.</b></p>	<p><b><u>Article 6</u></b></p> <p><b>Recognition for trade of animal health and pest status and regional conditions</b></p> <p>A. Recognition of status for animal diseases, infections in animals or pests</p> <p>1. As regards animal diseases and infections in animals (including zoonoses), the following shall apply:</p> <p>(a) The importing Party shall recognise for trade the animal health status of the exporting Party or its regions as determined by the exporting Party in accordance with Appendix IV.A., with respect to animal diseases specified in Appendix III.A.</p> <p><b>ANNEX III LISTS THE FOLLOWING DISEASES NOT FOUND IN THE US AGREEMENT: Rift Valley Fever, Glanders, Dourine, IHN, VHS, Infectious Salmon Anaemia (ISA), Bonamia ostreae, Morteilla refringens,</b></p>

<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
<p>3. Where a Party considers that it has a special status with respect to a specific disease <b>other than those in Annex III</b>, it may request recognition of this status. The importing Party may also request additional guarantees in respect of imports of live animals and animal products appropriate to the agreed status. The guarantees for specific diseases are specified in Annex V.</p> <p>4. <b>The exporting Party shall, if requested by the importing Party, provide full explanation and supporting data for the determinations and decisions covered by this Article. The importing Party may, where necessary for the protection of animal health, invoke the provisions of Article 12.</b></p>	<p>2. Where one of the Parties considers that it has a special status with respect to a specific disease, it may request recognition of that status. The importing Party may also request additional guarantees in respect of imports of live animals and animal products appropriate to the agreed status. The guarantees for specific diseases shall be specified in Annex V.</p> <p>3. Without prejudice to paragraph 2, the importing Party shall recognise regionalisation decisions taken in accordance with criteria as defined in Annex IV as the basis for trade from a party whose territory is affected by one or more of the diseases listed in Annex III.</p>	<p>2. Where one of the Parties considers that it has a special status with respect to a specific disease, it may request recognition of this status. The Party concerned may also request additional guarantees in respect of imports of live animals and animal products appropriate to the agreed status. The guarantees for specific diseases shall be specified in Annex V.</p> <p>3. Without prejudice to paragraph 2, the importing Party shall recognise regionalisation decisions taken in accordance with criteria as defined in Annex IV as the basis for trade from a Party within which an area is affected by one or more of the diseases listed in Annex III.</p>	<p>(b) Where a Party considers that it has, for its territory or a region, a special status with respect to a specific animal disease other than those in Appendix III.A., it may request recognition of this status in accordance with the criteria set out in Appendix IV.C. The importing Party may request guarantees in respect of imports of live animals and animal products, which are appropriate to the agreed status of the Parties.</p> <p>(c) <b>The status of the territories or regions, or the status in a sector or sub-sector of the Parties related to the prevalence or incidence of an animal disease other than those</b></p>

<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
			<p>in Appendix III.A. or infections in animals, and/or the associated risk, as appropriate, as defined by the international standard setting organisations recognised by the WTO SPS Agreement, is recognised by the Parties as the basis for trade between them. The importing Party may request guarantees in respect of imports of live animals and animal products, which are appropriate to the defined status in accordance with the recommendations of the standard setting organisations, as appropriate.</p> <p>(d) Without prejudice to Articles 8 and 14, and unless the importing Party raises an explicit objection and requests supportive or additional information or consultations and/or verification, each Party shall take without undue delay the necessary legislative and administrative measures to allow trade on the basis of the provisions of subparagraphs (a), (b) and (c).</p> <p>2. As regards pests, the following shall apply:</p> <p>(a) The Parties recognise for trade their pest status in respect to pests specified in Appendix III.B.</p>

<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
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			<p>(b) Without prejudice to Articles 8 and 14, and unless the importing Party raises an explicit objection and requests supportive or additional information or consultations and/or verification, each Party shall take without undue delay the necessary legislative and administrative measures to allow trade on the basis of the provision of subparagraph (a).</p> <p><b>B. Recognition of regionalisation</b></p> <p>3. The Parties recognise the concept of regionalisation, which they agree to apply to trade between them.</p> <p>4. The Parties agree that regionalisation decisions for animal and fish diseases listed in Appendix III.A. and for pests listed in Appendix III.B. must be taken in accordance with the provisions of Appendix IV.A. and Appendix IV.B., respectively.</p> <p>5. (a) As regards animal diseases and in accordance with the provisions of Article 13, the exporting Party seeking recognition of its regionalisation decision by the importing Party shall notify its measures with full explanation and supporting</p>
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<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
			<p>data for its determinations and decisions. Without prejudice to Article 14, and unless the importing Party raises an explicit objection and requests additional information or consultations and/or verification within 15 working days following receipt of the notification, the regionalisation decision so notified shall be construed as accepted.</p> <p>(b) Consultations referred to in subparagraph (a) shall take place in accordance with Article 13(3). The importing Party shall assess the additional information within 15 working days following receipt of the additional information. The verification referred to in subparagraph (a) shall be carried out in accordance with Article 10 and within 25 working days following receipt of the request for verification.</p> <p>6. (a) As regards pests, each Party shall ensure that trade in plants, plant products and other goods takes account of the pest status in a region recognised by the other Party. A Party seeking recognition of its regionalization decision by the other Party shall notify its measures with full explanation and supporting data for its determinations and</p>

<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
			<p>decisions, as guided by the relevant FAO International Standards for Phytosanitary Measures, including No 4 .Requirements for the establishment of Pest Free Areas., No 8 .Determination of Pest Status in an area., and other International Standards for Phytosanitary Measures as the Parties deem appropriate. Without prejudice to Article 14, and unless a Party raises an explicit objection and requests additional information or consultations and/or verification within three months following the notification, the regionalisation decision so notified shall be construed as accepted.</p> <p>(b) Consultations referred to in subparagraph (a) shall take place in accordance with Article 13(3). The importing Party shall assess the additional information within three months following receipt of the additional information. The verification referred to in subparagraph (a) shall be carried out in accordance with Article 10 and within 12 months following receipt of the request for verification, taking into account the biology of the pest and the crop concerned.</p>

<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
			<p>7. After finalisation of the procedures of paragraph 4, 5 and 6, and without prejudice to Article 14, each Party shall take, without undue delay, the necessary legislative and administrative measures to allow trade on that basis.</p>

<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
<p><b><u>Article 7</u></b></p> <p><b>Equivalence</b></p> <p>1. In reaching a determination whether a sanitary measure maintained by an exporting Party achieves the importing Party's appropriate level of sanitary protection, the Parties shall follow a consultative process that includes the following steps:</p> <p>(i) identification of the sanitary measure for which recognition of equivalence is sought;</p> <p>(ii) explanation by the importing Party of the objective of its sanitary measure, including an assessment, as appropriate to the circumstances, of the risk or risks, that the sanitary measure is intended to address, and identification by the importing Party of its appropriate level of sanitary protection;</p> <p>(iii) demonstration by the exporting party that its sanitary measure achieves the importing Party's appropriate level of sanitary protection;</p> <p>(iv) determination by the importing party whether a sanitary measure achieves its appropriate level of sanitary protection after</p>	<p><b><u>Article 6</u></b></p> <p><b>Recognition of equivalence</b></p> <p>1. The importing Party shall recognise a sanitary measure of the exporting Party as equivalent if the exporting Party objectively demonstrates that its measure achieves the importing Party's appropriate level of protection.</p> <p>2. Once determined, equivalence shall be applied in relation to individual or groups of sanitary measures for live animals or animal product sectors, or parts of sectors, in relation to legislation, inspection and control systems, parts of systems, or in relation to specific legislation, inspections and/or hygiene requirements.</p>	<p><b><u>Article 7</u></b></p> <p><b>Equivalence</b></p> <p>1. The recognition of equivalence requires an assessment and acceptance of:</p> <p>(i) the legislation, standards and procedures, as well as the programmes in place to allow control and to ensure domestic and importing countries' requirements are met,</p> <p>(ii) the documented structure of the relevant responsible authority(ies), their powers, their chain of command, their <i>modus operandi</i> and the resources available to them,</p> <p>(iii) the performance of the relevant responsible authority in relation to the control programme and assurances.</p> <p>In this assessment, the Parties shall take account of experience already acquired.</p> <p>Equivalence shall be applied in relation to sanitary measures for live animal or animal product sectors, or parts of sectors, in relation to legislation, inspection and control systems, parts of systems, or in relation to specific</p>	<p style="text-align: center;"><b><u>SEE APPENDIX VI</u></b></p>

<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
<p>consideration of various factors, including where appropriate:</p> <p>(a) risks identified by the importing Party and evidence provided by the exporting Party that its sanitary measures effectively address those risks;</p> <p>(b) provisions of the exporting Party's legislation and regulations regarding standards, procedures, policies, infrastructure, enforcement and control;</p> <p>(c) powers of the exporting Party's regulatory authorities and their structure, including their chain of command, <i>modus operandi</i>, and resources;</p> <p>(d) evidence provided by the exporting Party of the efficacy of its enforcement and control programmes. The importing Party may carry out verification, as set out in Article 9, to assist this determination.</p> <p>2. In carrying out the consultative process described in paragraph 1, and setting the trade conditions referred to in Article 8(2)(b), the Parties shall take account of experience and information already acquired.</p> <p>3. Work under, or conclusion of, the consultative process for one product</p>		<p>legislation, inspection and/or hygiene requirements.</p>	

<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
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<p>area, sector, or part of sector, shall not be dependent on or delayed by work on any other product area, sector, or part of sector.</p> <p>4. The final determination whether a sanitary measure maintained by an exporting Party achieves the importing Party's appropriate level of sanitary protection rests solely with the importing Party acting in accordance with its administrative and legislative framework.</p>			
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<b><u>USA (1998)</u></b>	<b><u>Canada (1998)</u></b>	<b><u>New Zealand (1996)</u></b>	<b><u>Chile (2002)</u></b>
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<p><b><u>Article 8</u></b></p> <p><b>Status of consultations</b></p> <p>1. Annex V lists the live animals and animal product areas, sectors, or parts of sectors, and, for each area, sector or part thereof, sets forth the status of consultations regarding the recognition of equivalency of a Party's sanitary measures and the applicable trade conditions.</p> <p>2. (a) With respect to sanitary measures recognised as equivalent for trade purposes at the date of entry into force of this Agreement, each Party, within its responsibilities, shall initiate the necessary legislative and administrative actions within three months to implement these recognitions. For sanitary measures that will be recognised as equivalent in the future, each Party shall take prompt and necessary steps to implement the recognitions.</p> <p>(b) Where the trade conditions specified in Annex V include special conditions required by the importing Party to meet its appropriate level of protection, trade shall take place where the exporting Party meets the importing Party's conditions, without</p>	<p><b><u>Article 8</u></b></p> <p><b>Status of the recognition of equivalence of the Parties' sanitary measures</b></p> <p>1. Annex V lists those sectors, or parts of sectors, for which at the date of entry into force of this Agreement the Parties' respective sanitary measures are recognised as equivalent for trade purposes.</p> <p>2. Annex V also lists those sectors, or parts of sectors, for which, at the date of entry into force of this Agreement, the Parties apply different sanitary measures and have not concluded the process described in paragraph 1 of Article 7. The Parties shall carry out the actions set out in Annex V based on the process described in paragraph 1 of Article 7, with the objective of recognising equivalence by the dates indicated in Annex V.</p> <p>3. With respect to sanitary measures recognised as equivalent for trade purposes at the date of entry into force of this Agreement, the Parties, within their competences, shall initiate the necessary legislative</p>	<p><b><u>Article 9</u></b></p> <p><b>Recognition of sanitary measures</b></p> <p>1. Annex V lists those sectors, or parts of sectors, for which, at the date of entry into force of this Agreement, the respective sanitary measures are recognised as equivalent for trade purposes. The Parties shall take the necessary legislative/administrative actions to implement recognition of equivalence to allow trade on that basis within three months.</p> <p>2. Annex V also lists those sectors, or parts of sectors, for which the Parties apply differing sanitary measures and have not concluded the assessment provided for in Article 7. Based on the process described in Articles 7 and 8, the actions set out in Annex V shall be taken to enable the assessment to be completed by the indicative dates indicated therein. The Parties shall take the necessary legislative/administrative actions to implement recognition of equivalence within three months of the date of recognition. Pending recognition, trade shall take place under the conditions set out in Annex V.</p>	
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<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
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<p>prejudice to the continuing consultative process.</p> <p>3. The Parties shall carry out the respective actions set out in Annex V, taking into account the target deadlines for each product area, sector, or part of sector, with a view, where possible, to reaching recognition of equivalence, and to facilitate trade.</p> <p>4. Annex V may be modified in accordance with Articles 14(2) and 16(2) to reflect changes made by each Party in recognitions or trade conditions.</p>	<p>and administrative actions within three months to implement these recognitions.</p>	<p>3. Each consignment of live animals or animal products for which equivalence has been recognised presented for import will be accompanied, unless not required, by an official health certificate, the model attestation for which is prescribed in Annex VII. The Parties may jointly determine principles or guidelines for certification. Any such principles shall be included in Annex VII</p>	
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<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
<p><b><u>Article 9</u></b></p> <p><b>Verification provisions</b></p> <p>1. The determination of the nature and frequency of checks to be applied to imports of live animals and animal products at external frontiers rests solely with the importing Party. Annex VII contains principles which shall guide such frontier checks.</p> <p>2. In addition to carrying out checks on imports at the external frontier, the importing Party may verify compliance with the provisions of this Agreement through the application of procedures which may include, but are not limited to:</p> <p>(a) an assessment of all or part of the exporting Party's total control programme, including, where appropriate, reviews of the exporting Party's inspection and audit programmes, and</p> <p>(b) on-site checks and inspections.</p>	<p><b><u>Article 10</u></b></p> <p><b>Audit and verification</b></p> <p>(see article 11 with regards to frontier checks)</p> <p>1. To maintain confidence in the effective implementation of the provisions of this Agreement, each Party has the right to carry out audit and verification procedures of all or part of the exporting Party's authorities' total control programme as specified in Annex VI.</p> <p>2. Each Party has the right to carry out frontier checks on consignments on importation, in accordance with Article 11, the results of which may contribute to the audit and verification process.</p>	<p><b><u>Article 10</u></b></p> <p><b>Verification</b></p> <p>(see article 11 with regards to frontier checks)</p> <p>1. To maintain confidence in the effective implementation of the provisions of this Agreement, each Party shall have the right to carry out audit and verification procedures of the exporting Party, which may include:</p> <p>(a) an assessment of all or part of the responsible authorities' total control programme, including where appropriate, reviews of the inspection and audit programmes; and</p> <p>(b) on-the-spot checks.</p> <p>These procedures shall be carried out in accordance with the provisions of Annex VI.</p> <p>2. Each Party shall also have the right to carry out frontier checks on consignments on importation, the results of which form part of the</p>	<p><b><u>Article 10</u></b></p> <p><b>Verification</b></p> <p>(see article 11 with regards to frontier checks)</p> <p>1. In order to maintain confidence in the effective implementation of the provisions of this Agreement, each Party, within the scope of this Agreement, shall have the right,</p> <p>(a) to carry out, in accordance with the guidelines of Appendix VII, verification of all or part of the other Party's authorities' total control programme. The expenses of such verification shall be borne by the Party carrying out the verification;</p> <p>(b) from a date to be determined by the Parties, to receive on its request from the other Party submission of all or part of that Party's total control programme and a report concerning the results of the controls carried out under that programme;</p> <p>(c) that, for laboratory tests related to commodities of Appendix I.A., on request of</p>

<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
<p>3. The Community will carry out the verification procedures provided for in paragraph 2. The US agencies identified in Annex II shall facilitate the performance of these verification procedures by the Community.</p> <p>4. The US agencies identified in Annex II will carry out the verification procedures provided for in paragraph 2. The Community shall facilitate the performance of these verification procedures by those agencies.</p> <p>5. On the mutual consent of the Parties <b>to</b> this Agreement, either Party may:</p> <p>(a) share the results and conclusions of its verification procedures with countries that are not parties to this Agreement, or</p>	<p>3. The Community shall carry out the audit and verification procedures provided for in paragraph 1 and the frontier checks provided for in paragraph 2.</p> <p>4. For Canada, its responsible authorities carry out the audit and verification procedures and frontier checks provided for in paragraphs 1 and 2.</p> <p>5. Upon the mutual consent of the Parties, either Party may:</p> <p>(a) share the results and conclusions of its audit procedures and frontier checks with countries that are not Parties to this Agreement, or</p> <p>(b) use the results and conclusions of the audit procedures and frontier checks of countries that are</p>	<p>verification process.</p> <p>3. For the Community:</p> <ul style="list-style-type: none"> <li>— the Community shall carry out the audits and verification procedures provided for in paragraph 1,</li> <li>— the Member States shall carry out the frontier checks provided for in paragraph 2.</li> </ul> <p>4. For New Zealand, the New Zealand authorities shall carry out the audit and verification procedures and frontier checks provided for in paragraphs 1 and 2.</p> <p>5. On the mutual consent of the Parties <b>to</b> this Agreement, either Party may:</p> <p>(a) Share the results and conclusions of its audit and verification procedures and frontier checks with countries that are not parties to this Agreement, or</p> <p>Use the results and conclusions of the audit and verification procedures and frontier checks of countries that are not parties to this Agreement.</p>	<p>one Party, the other Party shall participate in the periodical inter-comparative test programme for specific tests organized by the reference laboratory of the requesting Party. Such participation shall be borne by the participating Party.</p> <p>1. Either Party may share the results and conclusions of its verifications with third countries, and make them publicly available.</p> <p>2. The Committee referred to in Article 16 may modify by means of a decision, Appendix VII, taking due account of relevant work carried out by international organizations.</p> <p>3. The results of verification may contribute to measures by the Parties of one of the Parties referred to in Articles 6, 7, 8, and 11.</p>

<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
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<p>(b) use the results and conclusions of verification procedures carried out by countries that are not parties to this Agreement.</p> <p>6. Each Party shall carry out the verification procedures in accordance with Annex VI. The Parties may agree to modify Annex VI, taking due account of relevant work carried out by international organisations.</p>	<p>not Parties to this Agreement.</p>		
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<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
<p><b><u>Article 10</u></b></p> <p><b>Information exchange</b></p> <p>1. The Parties shall exchange information on a uniform and systematic basis to improve communication, to engender mutual confidence, and to demonstrate the efficacy of the programmes controlled. Where appropriate, this may be supported by exchanges of officials between the Parties.</p> <p>2. The Parties shall notify each other of proposals to introduce new sanitary measures or to change existing sanitary measures, and shall provide the opportunity to comment on such proposals.</p> <p>3. In addition to information on changes in sanitary measures, or to change existing sanitary measures, the Parties shall also exchange information on other relevant topics including:</p> <ul style="list-style-type: none"> <li>— current developments affecting trade in live animals and animal products,</li> <li>— the results of the checks and verification procedures provided for in Article 9.</li> </ul>	<p><b><u>Article 14</u></b></p> <p><b>Information exchange</b></p> <p>1. The parties shall exchange information relevant to the implementation of this Agreement on a uniform and systematic basis, to provide assurance, engender mutual confidence and demonstrate the efficacy of the programmes controlled. Where appropriate, this may include exchanges of officials.</p> <p>2. The information exchange on changes in their respective sanitary measures, and other relevant information, shall include:</p> <p>(a) the opportunity to consider proposals for the introduction of new measures or changes in existing measures, which may affect this Agreement, in advance of their finalisation. Where either Party considers it necessary, proposals may be dealt with in accordance with Article 16(4);</p> <p>(b) briefing on current developments affecting trade in live animals and animal products;</p>	<p><b><u>Article 15</u></b></p> <p><b>Information exchange and submission of scientific research and data</b></p> <p>1. The Parties shall exchange information relevant to the implementation of this Agreement on a uniform and systematic basis, to provide assurance, engender mutual confidence and demonstrate the efficacy of the programmes controlled. Where appropriate, achievement of these objectives may be enhanced by exchanges of officials.</p> <p>2. The information exchange on changes in their respective sanitary measures, and other relevant information, shall include:</p> <ul style="list-style-type: none"> <li>— Opportunity to consider proposals for changes in regulatory standards or requirements that may affect this Agreement in advance of their finalisation. Where either Party considers it necessary, proposals may be dealt with in accordance with Article 16 (3),</li> <li>— Briefing on current developments affecting trade in live animals and animal products,</li> </ul>	<p><b><u>Article 12</u></b></p> <p><b>Information Exchange</b></p> <p>1. The Parties shall exchange information which is relevant for the implementation of this Agreement on a systematic basis, for developing standards, for providing assurance, for engendering mutual confidence and for demonstrating the efficacy of the programmes controlled. Where appropriate, this exchange of information may include exchanges of officials.</p> <p>2. The Parties shall also exchange information on other relevant topics including:</p> <p>(a) significant events concerning commodities covered by this Agreement, including information exchange provided for in Articles 7 and 8;</p> <p>(b) the results of verification procedures provided for in Article 10;</p> <ul style="list-style-type: none"> <li>— the results of import checks provided for in Article 11 in the case of rejected or non-compliant consignments of animals and animal products;</li> <li>— scientific opinions, relevant to this Agreement and produced under the</li> </ul>

USA (1998)	Canada (1998)	New Zealand (1996)	Chile (2002)
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<p>4. Where a Party establishes, maintains or recognizes a scientific committee, commission, expert group or other similar entity competent to study an issue relevant to this Agreement, the Party shall ensure timely consideration of, and response to, relevant scientific papers or studies submitted by the other Party.</p> <p>5. The Parties agree to establish an appropriate means of exchanging information on rejected import consignments, relevant inspection-related information, and other problem areas concerning public or</p>	<p>(c) information on the results of the audit and verification procedures provided for in Article 10.</p> <p>3. The Parties shall provide for the submission of scientific papers or data to the relevant scientific fora to substantiate any views or claims made in respect of a matter arising under this Agreement. Such information shall be evaluated by the relevant scientific fora in a timely manner, and the results of that examination shall be made available to both Parties.</p>	<p>— Information on the results of the verification procedures provided for in Article 10.</p> <p>3. The Parties shall provide for the submission of scientific papers or data to the relevant scientific forums to substantiate their views/claims. Such evidence shall be evaluated by the relevant scientific forums in a timely manner, and the results shall be made available to both Parties.</p>	<p>produced under the responsibility of a Party;</p> <p>— <b>the progress on developing animal welfare standards; and</b></p> <p>(c) rapid alerts relevant to trade within the scope of this Agreement.</p> <p>3. The Parties shall provide for the submission of scientific papers or data to the relevant scientific fora to substantiate any views or claims made in respect of a matter arising under this Agreement. Such information shall be evaluated by the relevant scientific fora in a timely manner, and the results of that examination shall be made available to both Parties.</p> <p>4. When the information referred to in this Article has been made available by notification to the WTO in accordance with the relevant rules or when the above information has been made available on the official, publicly-accessible and fee-free web-sites of the Parties, the addresses of which are set out in Appendix XI.B., the information exchange shall be considered to have taken place.</p>
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<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
<p>animal health.</p> <p>6. The contact points for this information exchange are set out in Annex IX.</p>	<p>4. The contact points for this exchange of information are set out in Annex X.</p>	<p>4. The contact points for this exchange of information are set out in Annex X.</p>	<p>In addition, for pests of known and immediate danger to the other Party, direct communication to the relevant Party shall be sent by mail or e-mail. The guidance provided by FAO International Standard for Phytosanitary Measures No 17 'Pest reporting' shall be followed.</p> <p>5. The contact points for the information referred to in this Article are set out in Appendix XI.A. Information shall be sent by post, fax, or e-mail. Information by e-mail shall be signed electronically and shall only be sent between contact points.</p>

<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
<p><b><u>Article 11</u></b></p> <p><b>Notification</b></p> <p>1. Each Party shall notify the other:</p> <p>(a) <b>immediately by oral communication followed within 24 hours in writing: of any serious or significant public or animal health risk, notably including any food control emergencies or situations where there is a clearly identified risk of serious health effects associated with the consumption of animal products;</b></p> <p>(b) within 24 hours in writing: of the presence or evolution of any disease listed in Annex III;</p> <p>(c) without delay and in writing: of any significant changes in animal health status or of findings of epidemiological importance with respect to diseases other than those listed in Annex III; of changes in preventive policies, including vaccination policies; or, of any non-routine measures taken to protect public health or to control or eradicate animal disease.</p>	<p><b><u>Article 12</u></b></p> <p><b>Notification and consultation</b></p> <p>1. The Parties shall notify each other, in writing, of:</p> <p>(a) <b>significant changes in health status</b>, such as the presence and evolution of diseases in Annex III, within 24 hours of confirmation of the change;</p> <p>(b) findings of epidemiological importance with respect to diseases which are not in Annex III or which are new diseases, without delay; and</p> <p>(c) any additional measures beyond the basic requirements of their</p>	<p><b><u>Article 12</u></b></p> <p><b>Notification</b></p> <p>1. The Parties shall notify each other of:</p> <p>— <b>Significant changes in health status</b> such as the presence and evolution of diseases in Annex III within 24 hours,</p> <p>— Findings of epidemiological importance with respect to diseases which are not in Annex III or new diseases without delay,</p> <p>— Any additional measures beyond the basic requirements of their</p>	<p><b><u>Article 13</u></b></p> <p><b>Notification and consultation</b></p> <p>1. Each Party shall notify the other Party in writing within two working of any serious or significant public, animal or <b>plant health risk</b>, including any food control emergencies or situations where there is a clearly identified risk of serious health effects associated with consumption of animal or <b>plant products</b> and in particular concerning:</p> <p>(a) any measures affecting regionalisation decisions referred to in Article 6;</p> <p>(b) the presence or evolution of any animal disease or pests listed in Appendix III.A and III.B;</p> <p>(c) findings of epidemiological importance or important associated risks with respect to animal diseases and pests which are not in Appendix III.A. and III.B. or which are new animal diseases or pests; and</p> <p>(d) any additional measures beyond the basic requirements of their respective measures taken to control or eradicate animal pests or protects public health and any changes in prophylactic policies,</p>

USA (1998)	Canada (1998)	New Zealand (1996)	Chile (2002)
<p>2. Such notifications shall be made to the contact points set out in Annex IX.</p> <p>3. Where either Party has serious concerns regarding a risk to public or animal health, consultations regarding the situation shall, on request, take place as soon as possible, and in any case within 14 days. Each party shall endeavour in such situations to provide all the information necessary to avoid a disruption in trade, and to reach a mutually acceptable solution consistent with the protection of public or animal health.</p>	<p>respective sanitary measures taken to control or eradicate animal disease or protect public health, and any changes in preventative policies, including vaccination policies.</p> <p>2. Written and oral notifications shall be made to the contact points set out in Annex X.</p> <p>3. In cases of serious and immediate concern with respect to public or animal health, oral notification shall be made immediately, and written confirmation should follow within 24 hours.</p> <p>4. Where a Party has serious concerns regarding a risk to public or animal health, consultations regarding the situation shall, on request, take place as soon as possible, and in any case within 14 days <b>of the request</b>. Each Party shall endeavour in such situations to provide all the information necessary to avoid a disruption in trade, and to reach a mutually acceptable solution.</p>	<p>respective sanitary measures taken to control or eradicate animal disease or protect public health, and any changes in preventive policies, including vaccination policies.</p> <p>2. The notifications referred to in paragraph 1 shall be made in writing to the contact points established in accordance with Article 15 (4).</p> <p>3. In cases of serious and immediate concern with respect to public/animal health, oral notification shall be made to the contact points established in accordance with Article 15 (4), and written confirmation should follow within 24 hours.</p> <p>4. Where either Party has serious concerns regarding a risk to animal or public health, consultations regarding the situation shall, on request, take place as soon as possible, and in any case within 14 days. Each Party shall endeavour in such situations to provide all the information necessary to avoid a disruption in trade, and to reach a mutually acceptable solution.</p>	<p>including vaccination policies.</p> <p>2. (a) Notification shall be made to contact points set out in Appendix XI.A. (b) Written notification means by mail, fax, or e-mail. Notifications by email shall be signed electronically and shall only be sent between the contact points set out in Appendix XI.A.</p> <p>3. Where a Party has serious concerns regarding a risk to public, animal or plant health, consultations regarding the situation shall, on request, take place as soon as possible and, in any case, within 13 working days. Each Party shall endeavour in such situations to provide all the information necessary to avoid a disruption in trade, and to reach a mutually acceptable solution consistence with the protection of</p>



<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
			<p>public, animal or plant health.</p> <p><b>3. Upon request of a Party, consultations regarding animal welfare shall take place as soon as possible and, in any case, within 20 working days. Each Party shall endeavour, in such situations, to provide all the requested information</b></p> <p>5. Upon request of a Party, consultations referred to in paragraphs 3 and 4 shall be held by video or audio conference. The requesting Party shall ensure the preparation of the minutes of the consultation, which shall be formally approved by the Parties. For purposes of this approval, the provisions of Article 12(5) shall apply</p>

<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
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<p><b><u>Article 12</u></b></p> <p><b>Safeguards</b></p> <p>Either Party may take provisional measures necessary for the protection of public or animal health. These measures shall be notified within 24 hours to the other Party, and, on request, consultations regarding the situation shall be held within 14 days. The Parties shall take due account of any information provided through such consultations, and shall endeavour to avoid unnecessary disruption to trade, taking advantage where possible of the provisions of Article 11(3).</p>	<p><b><u>Article 13</u></b></p> <p><b>Safeguard clause</b></p> <p>A Party may, on <b>serious public or animal health grounds</b>, take provisional measures necessary for the protection of public or animal health. These measures shall be notified to the other Party within 24 hours <b>of the decision to implement them</b> and, on request, consultations regarding the situation shall be held within 14 days of the notification. The Parties shall take due account of any information provided through such consultations.</p>	<p><b><u>Article 13</u></b></p> <p><b>Safeguard clause</b></p> <p><b>Without prejudice to Article 12</b>, and in particular paragraph 4, either Party may, <b>on serious public or animal health grounds</b>, take provisional measures necessary for the protection of public or animal health. These measures shall be notified within 24 hours to the other Party and, on request, consultations regarding the situation shall be held within 14 days. The Parties shall take due account of any information provided through such consultations.</p>	<p><b><u>Article 14</u></b></p> <p><b>Safeguard Clause</b></p> <ol style="list-style-type: none"> <li>1. <b>Should the exporting Party take domestic measures to control any cause likely to constitute a serious hazard to human, animal and plant health, the exporting Party, without prejudice to the provisions of paragraph 2, shall take equivalent measures prevent introduction of the hazard into the territory of the importing party.</b></li> <li>2. The importing Party may, on serious public, animal or plant health grounds, take provisional transitional measures necessary for the protection of public, animal or plant health. For consignments in transport between the Parties, the importing Party shall consider the most suitable and proportional solution in order to avoid unnecessary disruptions of trade.</li> <li>3. The Party taking the measures shall notify the other Party thereof within one working day of the decision to implement them. Upon request of either Party, and in accordance with the provisions of Article 13(3), the Parties shall <b>hold consultations regarding the situation within 12 working days of the notification.</b> The Parties</li> </ol>
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<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
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			shall take due account of any information provided through such consultations, and shall endeavour to avoid unnecessary disruption to trade, taking into account, where applicable, the outcome of the provisions of Article 13(3).
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<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
<p><b><u>Article 13</u></b></p> <p><b>Outstanding issues</b></p> <p>The principles of this Agreement shall also be applied to address outstanding issues listed in Annex VIII. Modifications shall be made to this Annex and, as appropriate, other Annexes, to take account of progress made and new issues identified.</p>	<p><b><u>Article 15</u></b></p> <p><b>Outstanding issues</b></p> <p>The principles of this Agreement shall be applied to address outstanding issues affecting trade between the Parties in live animals and animal products as listed in Annex IX. Modifications shall be made to this Annex and, as appropriate, the other Annexes, to take account of progress made and new issues identified.</p>	<p><b><u>Article 14</u></b></p> <p>The principles of this Agreement shall also be applied to address outstanding issues falling within its scope affecting trade between the Parties in live animals and animal products as listed in Annex IX. Modifications shall be made to this Annex and, as appropriate, the other Annexes, to take account of progress made and new issues identified.</p>	<p><b><u>Article 15</u></b></p> <p><b>Outstanding Issues</b></p> <p>The principles of this Agreement shall be applied to address outstanding issues falling within its scope, to be listed in Appendix X. The Committee referred to in Article 16 may modify, by means of a decision, Appendix X, and as appropriate, the other Appendices, to take account of progress made and of new issues identified.</p>

<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
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<u>Article 14</u>	<u>Article 16</u>	<u>Article 16</u>	<u>Article 16</u>
<p><b>Joint Management Committee</b></p> <p>1. A Joint Management Committee (hereinafter referred to as 'the Committee'), consisting of representatives of the USA and the Community, is hereby established to guide the activities carried out under this Agreement. The Committee shall meet within one year of the entry into force of this Agreement and at least annually thereafter. The Committee may also address issues out of session by correspondence.</p> <p>2. The Committee shall, at least once a year, review the Annexes to this Agreement. As appropriate, this review will take account of progress made on the continuing consultative process towards the recognition by the importing Party of the equivalence of sanitary measures maintained by the exporting Party and progress in completing the actions set out in Annex V. The Committee may recommend changes to the Annexes.</p>	<p><b>Joint Management Committee</b></p> <p>1. A Joint Management Committee (hereinafter referred to as 'the Committee'), consisting of representatives of the Parties is hereby established. The Committee shall consider any matters relating to the Agreement, and shall examine all matters which may arise in relation to its implementation. The Committee shall meet within one year of the entry into force of this Agreement, and at least annually thereafter. The Committee may also address issues out of session by correspondence.</p> <p>2. The Committee shall, at least once a year, review the Annexes to this Agreement, notably in the light of progress made under the consultations provided for under this Agreement. <b>Following its review, the Committee shall issue a report of its proceedings including any recommendations of the Committee.</b></p>	<p><b>Joint management committee</b></p> <p>1. A Joint Management Committee (hereinafter referred to as 'the Committee') consisting of representatives of the Parties shall be established, which shall consider any matters relating to the Agreement and shall examine all matters that may arise in relation to its implementation. The Committee shall meet within one year of the entry into force of this Agreement, and at least annually thereafter. The Committee may also address issues out of session by correspondence.</p> <p>2. The Committee shall, at least once a year, review the Annexes to this Agreement, notably in the light of progress made under the consultations provided for under this Agreement. <b>Modifications to the Annexes will be jointly determined.</b></p>	<p><b>Joint Management Committee</b></p> <p>1. The Joins Management Committee, hereafter called the Committee, established in Article 89(3) of the Association Agreement shall meet within the first year, after the entry into force of this Agreement, and <b>on request of either Party thereafter, not exceeding however a frequency in principle of one meeting a year. If agreed by the Parties, a meeting of the Committee may be held by video or audio-conference.</b> The Committee may also address issues out of session, by correspondence.</p> <p>2. The Committee shall have the following functions:</p> <p>(a) to monitor the implementation of this Agreement and consider any matter relating to this Agreement, and examine all matters which may arise in relation to its implementation;</p> <p>(b) to review the Appendices to this Agreement, notably in the light of progress made under the consultations and procedures provided for under this Agreement;</p>

USA (1998)	Canada (1998)	New Zealand (1996)	Chile (2002)
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<p>3. The Parties agree to establish technical working groups, consisting of expert-level representatives of the USA and the Community, which shall identify and address technical and scientific issues arising from this Agreement.</p> <p>When additional expertise is needed, the Parties may also establish <i>ad hoc</i> technical working groups, notably scientific groups, whose membership need not be restricted to representatives of the Parties.</p>	<p>3. In the light of the provisions set out in paragraph 2, the Parties may agree to modify the Annexes consistent with the Agreement. Modifications shall be agreed by an exchange of notes.</p> <p>4. The Parties agree to establish technical working groups consisting of expert-level representatives of the Parties, which shall identify and address technical and scientific issues arising from this Agreement.</p> <p>When additional expertise is required, ad hoc groups, notably scientific groups, may be constituted by the Parties. Membership of such ad hoc groups need not be restricted to representatives of the Parties.</p>	<p>3. The Parties may agree to establish technical working groups consisting of expert-level representatives of the Parties, which shall identify and address technical and scientific issues arising from this Agreement.</p> <p>When additional expertise is needed, the Parties may also establish <i>ad hoc</i> technical or scientific working groups, whose membership need not be restricted to representatives of the Parties.</p>	<p>(c) in the light of the review provided for in paragraph (b) or as provided in this Agreement, to modify by means of a decisions, Appendices I to XII; and</p> <p>(d) in the light of the review provided for in paragraph (b), to make recommendations for modifications to this Agreement.</p> <p>3. The Parties agree to establish technical working groups, when appropriate, consisting of expert-level representatives of the Parties, which shall identify and address technical and scientific issues arising from the application of this Agreement. When additional expertise is required, the Parties may establish ad hoc groups, including scientific groups. Membership of such ad hoc groups need not be restricted to representatives of the Parties.</p> <p><b>4. The Committee shall report to the Association Council established under Article 3 of the Association Agreement.</b></p> <p><b>5. The Committee shall adopt at its first meeting its working procedures.</b></p>
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<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
<p><b><u>Article 15</u></b></p> <p><b>Territorial application</b></p> <p>This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Community is applied and under the conditions laid down in that Treaty, and on the other hand, to the United States of America in respect of its entire territory.</p>	<p><b><u>Article 17</u></b></p> <p><b>Territorial application</b></p> <p>This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Community is applied and under the conditions laid down in that Treaty, and on the other hand, to the territory of Canada.</p>	<p><b><u>Article 17</u></b></p> <p><b>Territorial application</b></p> <p>The territorial application of this Agreement shall be as follows:</p> <p>(a) The Community: to the territories in which the Treaty establishing the European Community is applied and under the conditions laid down in that Treaty;</p> <p>(b) New Zealand: to all territorial areas of New Zealand.</p>	<p><b><u>Article 18</u></b></p> <p><b>Territorial Application</b></p> <p>This Agreement shall apply, on the one hand, as regards animals and animal products, <b>plants and plant products</b> and other goods to the territories of Member States of the Community and, on the other hand to the territory of the Republic of Chile, as laid down in Appendix XII.</p>

<b><u>USA (1998)</u></b>	<b><u>Canada (1998)</u></b>	<b><u>New Zealand (1996)</u></b>	<b><u>Chile (2002)</u></b>
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<p><b><u>Article 16</u></b></p> <p><b>Final provisions</b></p> <p>1. This Agreement shall be approved by the Parties in accordance with their respective procedures. This Agreement shall enter into force on the first day of the month following the date on which the Parties notify each other that the procedures mentioned in the preceding subparagraph have been completed.</p> <p>2. Each Party shall implement the commitments and obligations arising from this Agreement in accordance with its laws and procedures. Any changes to the Annexes to this Agreement that are agreed by the Parties shall be implemented accordingly.</p> <p>3. Either Party may at any time propose modifications to this Agreement. Either Party may, on six months' notice withdraw from the Agreement.</p> <p>4. This Agreement shall be drawn up in two copies in the English language, each of these texts being equally authentic.</p>	<p><b><u>Article 18</u></b></p> <p><b>Final provisions</b></p> <p>1. This Agreement and its Annexes shall enter into force upon an exchange of notes indicating that the Parties have completed all legal requirements necessary for that purpose.</p> <p>2. Each Party shall implement the commitments and obligations arising from this Agreement and its Annexes in accordance with its internal procedures.</p> <p>3. Either Party may terminate this Agreement by giving at least six months' notice in writing. The Agreement shall terminate on the expiry of the period of notice.</p>	<p><b><u>Article 18</u></b></p> <p><b>Final Provisions</b></p> <p>1. This Agreement shall be approved by the Parties in accordance with their respective procedures.</p> <p>This Agreement shall enter into force on the first day of the month following the date on which the Parties notify each other in writing that the procedures mentioned in the preceding subparagraph have been completed.</p> <p>2. Each Party shall implement the commitments and obligations arising from this Agreement in accordance with its internal procedures.</p> <p>3. Either Party may, at any time, propose amendments to this Agreement. Any agreed amendments shall enter into force on the first day of the month following the date on which the Parties notify each other in writing that their respective internal procedures for the approval of amendments have been completed.</p>	
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<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
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		<p>4. Either Party may denounce this Agreement by giving at least six months' notice in writing. In such an event, the Agreement shall come to an end of the expiry of the period of notice.</p> <p>5. This Agreement shall be drawn up in two copies in the English language, each of these texts being equally authentic.</p>	
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USA (1998)

Canada (1998)

New Zealand (1996)

Chile (2002)

**THOSE ARTICLES THAT DO NOT APPEAR IN THE US AGREEMENT, BUT ARE PRESENT IN ONE OR MORE OF THE OTHER AGREEMENTS:**

<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
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		<p><b><u>Article 2</u></b></p> <p><b>General Provisions</b></p> <p>The provisions set out in this Agreement shall apply in respect of trade between the Community and New Zealand in live animals and animal products.</p> <p>The jointly determined arrangements for the application of this Agreement by the Parties are set out in the Annexes.</p>	
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USA (1998)	Canada (1998)	New Zealand (1996)	Chile (2002)
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	<p data-bbox="569 240 737 272">Article 7</p> <p data-bbox="569 342 1035 396">Criteria for recognition of equivalence</p> <p data-bbox="569 435 1035 634">1. In determining whether a sanitary measure maintained by an exporting Party achieves the importing Party's appropriate level of sanitary protection, the Parties shall follow the process set out below:</p> <ul style="list-style-type: none"> <li data-bbox="594 675 1035 789">(ii) identification of the sanitary measures for which recognition of equivalence is sought;</li> <li data-bbox="594 824 1035 1211">(iii) explanation by the importing Party of the objective of its sanitary measures, including an assessment, as appropriate to the circumstances, of any risks that the sanitary measures are intended to address, and identification by the importing Party of its appropriate level of sanitary protection;</li> <li data-bbox="594 1247 1035 1414">(iv) provision of information by the exporting Party supporting its view that its sanitary measures achieve the importing Party's appropriate level of</li> </ul>	<p data-bbox="1066 240 1234 272">Article 8</p> <p data-bbox="1066 342 1455 367">Determination of equivalence</p> <p data-bbox="1066 402 1528 634">5. In reaching a determination of whether a sanitary measure applied by an exporting Party achieves the importing Party's appropriate level of sanitary protection, the Parties shall follow a process that includes the following steps:</p> <ul style="list-style-type: none"> <li data-bbox="1087 675 1528 789">(vi) the identification of the sanitary measure(s) for which recognition of equivalence is sought;</li> <li data-bbox="1087 824 1528 1211">(vii) the explanation by the importing Party of the objective of its sanitary measure(s), including an assessment, as appropriate to the circumstances, of the risk, or risks, that the sanitary measure(s) is intended to address, and identification by the importing Party of its appropriate level of protection;</li> <li data-bbox="1087 1247 1528 1414">(viii) the demonstration by the exporting Party that its sanitary measure(s) achieves the importing Party's appropriate level of sanitary protection;</li> </ul>	<p data-bbox="1556 240 1724 272">Article 7</p> <p data-bbox="1556 342 1944 367">Determination of Equivalence</p> <p data-bbox="1556 402 1986 578">1. Equivalence may be recognized in relation to an individual measure and/or groups of measures and/or systems applicable to a sector or sub-sector.</p> <p data-bbox="1556 613 2022 967">2. In the determination of equivalence, the Parties shall follow the consultation process of paragraph 3. This process shall include the objective demonstration of equivalence by the exporting Party and the objective assessment of the demonstration by the importing Party with a view to possibly recognizing equivalence by the latter.</p> <p data-bbox="1556 1003 2022 1414">3. Upon request of the exporting Party concerning a measure of measures affecting one or more sector(s) of sub-sector(s), the Parties shall, within three months after receipt by the importing Party of such request, initiate the consultations process which includes the sets set out in Appendix VI. However, in case of multiple requests from the exporting Party, the Parties, on request of the importing Party shall agree within the Committee</p>
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USA (1998)	Canada (1998)	New Zealand (1996)	Chile (2002)
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	<p>sanitary protection;</p> <p>(v) assessment by the importing Party of whether the exporting Party's sanitary measures achieve the importing Party's appropriate level of sanitary protection; this step may include an evaluation of:</p> <p>a) the risks identified by the importing Party and evidence provided by the exporting Party that its sanitary measures effectively address those risks;</p> <p>b) the legislation authority, standards, practices and procedures including those of laboratories, as well as the programmes in place to ensure that the domestic requirements of the exporting Party and the importing Party's requirements are met;</p> <p>c) the documented structure of the relevant responsible authorities, their command chain, their authority, their operational procedures and the resources available to them; and</p>	<p>(ix) the determination by the importing Party of whether the exporting Party's sanitary measure(s) achieves its appropriate level of sanitary protection;</p> <p>(x) the importing Party shall accept the sanitary measure(s) of the exporting Party as equivalent if the exporting Party objectively demonstrates that its measure(s) achieves the importing Party's appropriate level of protection.</p>	<p>referred to in Article 16, on a time schedule in which they shall initiate the process referred to in this paragraph.</p> <p>4. Unless otherwise mutually agreed, the importing Party shall finalise the assessment of equivalence within 180 days after having received from the exporting Party its demonstration of equivalence, except for seasonal crops when it is justifiable to delay the assessment to permit verification of phytosanitary measures during a suitable period of growth of a crop.</p> <p>5. The sectors of sub-sector of priority of each Party for which this process may be initiated, are to be set out, where appropriate, in order of priority in Appendix V.A. The Committee referred to in Article 16 may amend, by means of decisions, this list, including its order of priority.</p> <p>a) In accordance with the provisions of Article 12, the exporting Party shall inform the importing Party of any proposal for amendment of its measures for which equivalence of measure is recognized and the likely effect of the proposed</p>
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USA (1998)	Canada (1998)	New Zealand (1996)	Chile (2002)
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	<p>d) the performance of the relevant responsible authorities in relation to the control programme and assurances.</p> <p>The importing Party may carry out audit and verification procedures, in accordance with Article 10, to assist this assessment.</p> <p>2. Where equivalence has not been recognised, the conditions for trade shall be those required by the importing Party, as set out in Annex V, to meet its appropriate level of protection. The exporting Party may agree to meet the importing Party's conditions, without prejudice to the result of the process set out in paragraph 1.</p> <p>3. In carrying out the process described in paragraph 1, and setting the conditions referred to in paragraph 2, the Parties shall take account of experience and information already acquired.</p>	<p>Where equivalence has not been recognised, trade may take place under the conditions required by the importing Party to meet its appropriate level of protection as set out in Annex V. The exporting Party may agree to meet the importing Party's conditions without prejudice to the result of the process set out in Paragraph 1.</p>	<p>measures on the equivalence which has been recognized. Within 30 working days of receipt of this information, the importing Party shall inform the exporting Party whether or not equivalence would continue to be recognized on basis of the proposed measures.</p> <p>(b) In accordance with the provisions of Article 12, the importing Party shall inform the exporting Party of any proposal for amendment of its measures on which recognition of equivalence has been based and the likely effect of the proposed measures on the equivalence which has been recognized. Should the importing Party not continue to recognize equivalence, the Parties may agree on the conditions to re-initiate the process referred to in paragraph 3 on the basis of proposed measures.</p> <p>6. Without prejudice to Article 14, the importing Party may not withdraw or suspend equivalence before the proposed new measures of either Party</p>
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			<p>enter into force.</p> <p>7. The recognition or withdrawal or suspension of equivalence rests solely with the importing Party acting in accordance with its administrative and legislative framework including, as regards plants, plant products and other goods, appropriate communications in accordance with FAO International Standard for Phytosanitary Measures No 113 Guidelines for the notification of non-compliances and emergency action and other International Standards for Phytosanitary Measures, as appropriate. That Party shall provide to the exporting Party in writing full explanation and supporting data used for the determinations and decisions covered by this Article. In case of non-recognition, withdrawal or suspension of equivalence, the importing Party shall indicate to the exporting Party the required conditions on which the process referred to in paragraph 3 may be reinitiated. When necessary, the importing Party may provide technical assistance to the exporting Party in accordance with the provisions of Article 24 of the Association Agreement.</p>
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<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
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			<p><b><u>Article 8</u></b></p> <p><b>Transparency and trade conditions</b></p> <p>1. For commodities referred to in Appendices I.A. and I.B., the Parties agree to apply general import conditions. Without prejudice to the decisions taken in accordance with Article 6, the import conditions of the importing Party shall be applicable to the total territory of the exporting Party. Upon entry into force of this Agreement and in accordance with the provisions of Article 12, the importing Party shall inform the exporting Party of its sanitary and phytosanitary import requirements for commodities referred to in Appendices I.A. and I.B. This information shall include, as appropriate, the models for the official certificates or attestations, as prescribed by the importing Party.</p> <p>2. (a) For the notification by the Parties of amendments or proposed amendments of the conditions referred to in paragraph 1, they shall comply with the provisions of the SPS Agreement and subsequent decisions, as regards notification or measures. Without prejudice to the provisions of Article 14, the importing Party shall take into account the transport time between the Parties to establish the date of entering into force of</p>
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USA (1998)	Canada (1998)	New Zealand (1996)	Chile (2002)
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			<p>the amended condition referred to in paragraph 1.</p> <p>(b) If the importing Party fails to comply with these notification requirements, it shall continue to accept the certificate or attestation guaranteeing the previously applicable conditions referred to in paragraph 1.</p> <p>3. (a) Within 90 days after recognition of equivalence, the Parties shall take the necessary legislative and administrative measures to implement the recognition of equivalence in order to allow on the basis trade between them of commodities referred to in Appendices I.A. and I.B. in sectors and sub-sectors, for which all respective sanitary and phytosanitary measures of the exporting Party are recognised as equivalent by the importing Party. For these commodities, the model for the official certificate or official document required by the importing Party may, then, be replaced by a certificate drawn up as provided for in Appendix IX.B.</p> <p>(b) For commodities in sectors or sub-sectors for which one or some but not all are recognised as equivalent, trade shall continue on the basis of compliance with the conditions referred to the paragraph 1. Upon request of the exporting Party, the provisions of paragraph 5 shall apply</p> <p>4. For the commodities referred to in Appendices I.A. and I.B., import shall not be subject to specific import authorisations.</p>
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<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
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			<p>6. For conditions affecting trade of the commodities referred to in paragraph 1, upon request of the exporting Party, the Parties shall enter into consultations in accordance with the provisions of Article 16, in order to agree on alternative or additional import conditions of the importing Party. Such alternative or additional import conditions may, when appropriate, be based on measures of the exporting Party recognised as equivalent by the importing Party. If agreed, the importing Party shall take the necessary legislative and/or administrative measures to allow import on the basis, within 90 days.</p> <p>6. (a) For the import of animal products referred to in Appendix I.A., upon request of the exporting Party accompanied by the appropriate guarantees, the importing Party shall provisionally approve processing establishments referred to in Appendix V.B.(2) which are situated on the territory of the exporting Party, without prior inspection of individual establishments. Such approval shall be consistent with the conditions and provisions set out in Appendix V.B. Unless additional information is</p>
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<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
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			<p>requested, the importing Party shall take the necessary legislative and/or administrative measures to allow import on that basis within 30 working days after the importing Party has received the request and guarantees.</p> <p>The initial list of establishments shall be approved in accordance with the provisions of Appendix V.B.</p> <p>(b) For the import of animal products referred to in paragraph 3(a), the exporting Party shall inform the importing Party of its list or establishments meeting the exporting Party's requirements.</p> <p>7. Upon request of a Party, the other Party shall provide full explanation and supporting data for the determinations and decisions covered by this Article.</p>
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	<p><b><u>Article 9</u></b></p> <p><b>Health certificate</b></p> <p>When required, each consignment of live animals or animal products resented for import, and for which equivalence has been recognised, will be accompanied by an official health certificate, the model attestation of which is prescribed in Annex VII. The Parties may jointly determine principles or guidelines for certification. Any such principles or guidelines shall be set out in Annex VII.</p>		<p><b><u>Article 9</u></b></p> <p><b>Certification Procedures</b></p> <ol style="list-style-type: none"> <li>1. For the purposes of certification procedures, the Parties shall comply with the principles set out in Appendix IX.A.</li> <li>2. Certificates or official documents referred to in Article 8(1) and (3) shall be issued as set out in Appendix IX.C.</li> <li>3. The Committee referred to in Article 16 may agree on rules to be followed in case of electronic certification, withdrawal or replacement of certificates.</li> </ol>
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<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
<p>(see Article 9, page 20)</p> <p>1. <i>The determination of the nature and frequency of checks to be applied to imports of live animals and animal products at external frontiers rests solely with the importing Party. Annex VII contains principles which shall guide such frontier checks.</i></p> <p>2. <i>In addition to carrying out checks on imports at the external frontier, the importing Party may verify compliance with the provisions of this Agreement through the application of procedures which may include, but are not limited to:</i></p> <p><i>(a) an assessment of all or part of the exporting Party's total control programme, including, where appropriate, reviews of the exporting Party's inspection and audit programmes, and</i></p> <p><i>(b) on-site checks and inspections.</i></p>	<p><b><u>Article 11</u></b></p> <p><b>Frontier (import) checks and inspection fees</b></p> <p>1. The frequency and nature of frontier checks shall be based on the risk to public and animal health associated with the importation of a live animal or animal product.</p> <p>2. The frequency rate of frontier checks on imported live animals and animal products shall be as set out in Annex VIII.</p> <p>3. In the event that frontier checks reveal nonconformity with the relevant import requirements, the action taken by the importing Party shall be based on an assessment of the risk involved.</p> <p>4. Wherever possible, the importer of a nonconforming consignment, or his representative, shall be notified of the reason for non-conformity, and shall be given access to the consignment and the opportunity to contribute relevant information to assist the importing Party in taking a final decision.</p> <p>A Party may collect fees for the costs incurred in conducting frontier</p>	<p><b><u>Article 11</u></b></p> <p><b>Frontier checks and inspection fees</b></p> <p>1. The frequencies of frontier checks, as referred to in Article 10 (2), on imported live animals and animal products shall be as set out in Annex VIII A. The Parties may amend the frequencies, within their responsibilities, as appropriate as a result of progress made in accordance with Annex V and Annex IX, or as a result of other actions or consultations provided for in this Agreement.</p> <p>2. The physical checks applied shall be based on the risk associated with such importations.</p> <p>3. In the event that the checks reveal non-conformity with the relevant standards and/or requirements, the action taken by the importing Party should be based on an assessment of the risk involved. Wherever possible, the importer or his representative shall be given access to the consignment and the opportunity to contribute <b>any</b> relevant information to assist the importing Party in taking a final decision.</p>	<p><b><u>Article 11</u></b></p> <p><b>Import check and inspection fees</b></p> <p>1. The Parties agree that import check on importation by the importing Party of consignments from the exporting Party shall respect the principles set out in Appendix VIII.A. The results of these checks may contribute to the verification process referred to in Article 10.</p> <p>2. The frequencies of physical import check applied by each Party are set out in Appendix VIII.B. A Party may amend these frequencies within its competences and in accordance with its internal legislation, as a result of progress made in accordance with Articles 7 and 8, or as a result of verifications, consultations, or other measures provided for in this Agreement. The Committee referred to in Article 16 shall by decisions modify Appendix VIII.B. accordingly.</p> <p>3. Inspection fees may only cover the costs incurred in by the competent authority for performing import checks. They shall be equitable in relation to fees charged for the inspection of similar domestic products.</p>

<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
	<p>checks. Provisions concerning these fees may be added to Annex VII.</p>	<p>Inspection fees may be collected for the costs incurred in frontier checks. Provisions in relation to inspection fees are prescribed in Annex VIII B.</p>	<p>4. The importing Party shall inform the exporting Party of any amendment, including the reasons for these amendments concerning the measures affecting import checks and inspection fees and of any significant changes in the administrative conduct for such checks</p> <p>5. For the commodities referred to in Article 8(3)(a), the Parties may agree to reduce reciprocally the frequency of physical import checks.</p> <p>6. From a date to be determined by the Committee referred to in Article 16, the Parties may agree on the conditions to approve each other's controls referred to in Article 10(b), with a view to adapt the frequency of import checks or replace import checks. These conditions shall be included in Appendix VII by a decision of the Committee referred to in Article 16. From that date, the Parties may reciprocally approve each other's controls for certain commodities and, consequently reduce or replace the import checks for these commodities.</p>

<u>USA (1998)</u>	<u>Canada (1998)</u>	<u>New Zealand (1996)</u>	<u>Chile (2002)</u>
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			<p><b><u>Article 17</u></b></p> <p><b>Facilitation of communication</b></p> <p>Without prejudice to provisions of Articles 12, 13, 14 and 16, the Committee referred to in Article 16 may agree on an arrangement to facilitate correspondence, exchange or information and associated documents and procedures and operation of the Committee.</p>
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