

No. 25589

**NETHERLANDS
and
CHINA**

**Phytosanitary Agreement. Signed at The Hague on 25 August
1986**

Authentic texts: Dutch, Chinese and English.

Registered by the Netherlands on 26 January 1988.

**PAYS-BAS
et
CHINE**

Accord phytosanitaire. Signé à La Haye le 25 août 1986

Textes authentiques : néerlandais, chinois et anglais.

Enregistré par les Pays-Bas le 26 janvier 1988.

PHYTOSANITARY AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA

The Government of the Kingdom of the Netherlands and the Government of the People's Republic of China (hereinafter referred to as "Contracting Parties"),

In order to prevent quarantine pests, from being carried into or out of their respective countries, to facilitate the exchange and trade of plants and plant products, and to promote the cooperation in the field of plant quarantine and plant protection,

Have agreed as follows:

Article I. For the purposes of this Agreement:

1. "Plants" shall mean living plants and living parts thereof, including seeds for sowing;
2. "Plants products" shall mean products of plant origin which have not been processed or have been subjected to simple treatment;
3. "Quarantine pests" shall mean insects, nematodes, fungi, bacteria, viruses and viroids, mycoplasmas, weeds and their seeds which are seriously injurious to plants and plant products.

Article II. The Contracting Parties agree:

1. To take all measures necessary to prevent that quarantine pests are carried into the territory of the other Contracting Party by means of export of consignments of plants and plant products originating from their territory;
2. To give thorough consideration and respect to all legal phytosanitary regulations of the other Contracting Party;
3. To supply each other with the phytosanitary regulations in force;
4. To inform each other in written form about the distribution and control of newly discovered quarantine pests.

Article III. The Contracting Parties agree:

1. That with respect to the phytosanitary inspections of consignments of plants and plant products destined for the other Contracting Party, requirements laid down in legal phytosanitary regulations, trade contracts and import permits will be fulfilled.
2. That phytosanitary inspection shall be applied to the consignment of plants and plant products, the packing materials and conveyers of the consignment for exportation, importation and transit.

Article IV. 1. Consignments of plants and plant products have to be provided with phytosanitary certificates issued by the plant quarantine authorities of the exporting country, certifying that the consignment of plants and plant products meets the requirements of the importing country, laid down in legal phytosanitary regulations, trade contracts and import permits.

2. The certificate shall be written at least in English and shall not contain any alterations or deletions.

¹ Came into force on 7 May 1987, i.e., 30 days after the date on which the Contracting Parties had notified each other (on 4 February and 7 April 1987) of the completion of the constitutional requirements, in accordance with article XIII (1).

Article V. The phytosanitary certificate does not preclude the importing country's right to examine the consignments of plants and plant products and to take necessary plant quarantine measures. In case contamination with quarantine pests is detected in an imported consignment of plants and plant products, necessary quarantine measures will be taken and the competent plant quarantine authority of the exporting country shall be notified immediately.

Article VI. Plants and plant products sent for non-commercial purposes shall also comply with this Agreement.

Article VII. The Contracting Parties undertake:

- a. To promote the exchange of specialists in order that they may become acquainted with methods applied in plant quarantine and in plant protection;
- b. To facilitate co-operation in the field of research of quarantine pests and the methods of their control, and to facilitate the exchange of information on the results obtained.

Article VIII. For the implementation of this Agreement both Contracting Parties may decide, after negotiation, to send representatives to the other Contracting Party. In that case the international travelling expenses shall be borne by the dispatching Party. The expenses for boarding and lodging, transportation and medical expenses for emergency cases during the visit shall be borne by the host Party.

Article IX. If a Contracting Party considers it desirable to amend any provision of this Agreement, it may request consultation with the other Contracting Party. Such consultation, which may be carried out either verbally or in writing, shall take place within a period of two months to be reckoned from the day when the request had been made. The amendments thus agreed upon, shall be effective after 30 days following the date on which the Contracting Parties have informed each other in writing that the amendments have been approved in their respective countries in conformity with the constitutional requirements.

Article X. The plant quarantine authorities of the Contracting Parties shall have direct contact with each other for the purpose of implementing the provisions of the Agreement.

Article XI. This Agreement shall not infringe upon the rights and obligations the Contracting Parties have acquired or have accepted, or will still acquire or accept by reason of other international agreements.

Article XII. As regards the Kingdom of the Netherlands the present Agreement shall apply to the Kingdom in Europe.

Article XIII. 1. This Agreement shall enter into force after 30 days following the date on which the Contracting Parties have notified each other in writing that the constitutional requirements in their respective countries have been complied with.

2. This Agreement shall remain in force initially for five years. After the expiry of its period of operation, it shall be renewed automatically each time for another period of five years provided neither Contracting Party has denounced it six months before the expiry date.

IN WITNESS WHEREOF, the undersigned representatives, duly authorized thereto, have signed the present Agreement.

DONE at The Hague on 25th August 1986 in two original copies in Chinese, Dutch and English. The three texts are equally authentic. In case of difference of interpretation, the English text will prevail.

For the Government of the Kingdom of the Netherlands:

G. J. M. BRAKS

H. VAN DEN BROEK

For the Government of the People's Republic of China:

HE KANG
