TRADE

Seafood Products

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and the RUSSIAN FEDERATION

Signed January 27 and February 25, 2010

with

Appendix

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

RUSSIAN FEDERATION

Trade: Seafood Products

Memorandum of understanding signed
January 27 and February 25, 2010;
Entered into force February 25, 2010.
With appendix.

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION AND ROSSELKHOZNADZOR OF THE RUSSIAN FEDERATION CONCERNING CERTIFICATION OF SEAFOOD PRODUCTS FROM THE UNITED STATES OF AMERICA TO THE RUSSIAN FEDERATION

1. The Parties

The National Oceanic and Atmospheric Administration (NOAA) of the United States Department of Commerce is responsible for the National Marine Fisheries Service's (NMFS) Seafood Inspection Program (SIP) under which it works on the development and advancement of commercial grade standards for seafood products, promoting health and sanitation standards in the industry, and for furnishing inspection evaluation, analytical, grading, and certification services to interested parties on a fee-for-service basis. The NMFS SIP's major purpose is to encourage and assist the industry in improving the quality, wholesomeness, safety, proper labeling, and marketability of seafood and seafood products for the benefit of the consumer. NOAA will be the party to the MOU, and NMFS will be the implementing agent for NOAA.

The Federal Veterinary and Phytosanitary Surveillance Service (Rosselkhoznadzor) of the Russian Federation is the federal executive agency charged with carrying out functions related to control and supervision in the field of veterinary science, including control and supervision of aquatic biological resources.

2. Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish the terms for cooperation on the monitoring of the quality and safety of seafood products exported from the United States of America (United States) to the Russian Federation. In furtherance of that goal, Rosselkhoznadzor and NOAA have agreed to the following:

3. Respective Responsibilities

A. NOAA will:

1. Issue veterinary certificates, at time of shipment, for seafood products for export from the United States to the Russian Federation that originate only from catch vessels, fish processing establishments and cold storage facilities (hereinafter "establishments") put on the SIP List of Approved Establishments for export to the Russian Federation pursuant to this MOU. The List of Approved Establishments will be in the format shown in Appendix 1 to this MOU.

2. Through the inspection and listing of Approved Establishments under paragraph 1, work to ensure that seafood products produced at U.S. enterprises and exported to the Russian Federation meet the applicable Codex Alimentarius Commission (Codex), and the Organization for International Epizootics (OIE) standards, and meet the food safety objectives of U.S. and Russian Federation laws and regulations for seafood products.

3. Submit to Rosselkhoznadzor all changes in the List of Approved Establishments for export to the Russian Federation, including changes resulting from audits by

Rosselkhoznadzor or SIP. SIP may issue certificates to newly listed establishments after Rosselkhoznadzor provides notification as provided in paragraph B.1 below.

4. Conduct random, periodic audits of enterprises on the List of Approved Establishments to ensure that the relevant veterinary and sanitary requirements are met. If an audit reveals that an approved establishment is not in substantial compliance with the appropriate regulations, SIP will cease issuing veterinary certificates to this establishment and inform Rosselkhoznadzor. SIP will inform Rosselkhoznadzor when an establishment is once again eligible for exporting seafood to the Russian Federation.

5. Facilitate visits by Rosselkhoznadzor to conduct audits in the United States, at mutually agreed times and in accordance with international standards. The audits may include on-site inspections of a certain representative number of establishments, including vessels, on the List of Approved Establishments for export to the Russian Federation.

6. Provide to Rosselkhoznadzor in writing any changes to or updates of United States veterinary and sanitary requirements for seafood products at least 60 days prior to the effective date of any such changes or updates, if possible.

B. Rosselkhoznadzor will:

1. Notify SIP that it has accepted the updated List of Approved Establishments no later than 30 days after SIP's submission of the updated list. The updated list will become effective two weeks after Rosselkhoznadzor notifies SIP in order to provide sufficient time for Rosselkhoznadzor to notify all applicable posts and offices of the updates. If within the 30 day time frame, Rosselkhoznadzor objects to the inclusion of one or more establishments on the list, the Parties will consult regarding the basis for the objection, but the rest of the list will go into effect as provided above.

2. Determine the U.S. establishments to be audited, in consultation with SIP, taking into consideration information provided by Russian importers and on the basis of a risk analysis of the establishments on the List of Approved Establishments.

3. Before making a decision on the results of joint auditing, Rosselkhoznador will send to SIP its audit report and provide a reasonable period of time for response and comments from SIP.

4. Approve reinstatement of an establishment that has been removed from the List of Approved Establishments due to non-compliance with applicable standards as set forth in this MOU for seafood products on the basis of assurances provided by SIP that the deficiencies have been corrected and the establishment again meets the applicable veterinary and sanitary requirements as specified in this MOU.

5. Provide to SIP in writing any changes to or updates of Russian veterinary and sanitary requirements for seafood products at least 60 days prior to the effective date of any such changes or updates, if possible.

C. Rosselkhoznadzor and NOAA will:

1. Continue their constructive dialogue on certifying U.S. seafood product exports to the Russian Federation. The Parties agree to establish an expert committee of Rosselkhoznadzor and SIP representatives for the purpose of efficient resolution of issues emerging in the certification of seafood products traded between the United States and Russia and the technical implementation of this MOU.

2. Share appropriate information to facilitate each Party's implementation of its respective obligations under this MOU.

4. Liaison Officers

To facilitate the activities carried out under this MOU, each side will establish a single agency liaison. The initial liaisons will be:

For SIP:

Timothy E. Hansen
Director, Seafood Inspection Program
National Marine Fisheries Service
1315 East-West Highway
Silver Spring, MD 20910
301-713-2355
Timothy.Hansen@noaa.gov

For Rosselkhoznadzor:
Igor V. Chernyshenko
Head of the Department of Rosselkhoznadzor Affairs
Orlikov Drive 1/11
Moscow, Russia 107139
7-499-975-4418
rshnorg@mail.ru
rshnorg@gmail.com

Either Party may designate a new liaison at any time by notifying the other party in writing. If at any time, an individual designated as a liaison under this MOU becomes unavailable to fulfill those functions, that Party will name a new liaison and notify the other Party through the designated liaison.

5. Limitations

All cooperative activities carried out under this MOU are subject to the availability of funds, conditions, personnel, and other resources. Each Party agrees to pay its own expenses associated with its participation in cooperative activities unless additional conditions are agreed upon by both Parties. NOAA does not anticipate the commitment of agency funds under this MOU because the activities covered are paid for through fees that SIP is authorized to collect under the Agricultural Marketing Act.

6. Dispute Resolution

Should disagreement arise on the interpretation of the provisions of this MOU, or modifications thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each Party and presented to the other Party for consideration. If agreement on interpretation is not reached within thirty days, the Parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

7. Effective Date, Termination and Modification

This MOU will enter into force when signed by both Parties and will continue in force unless modified by mutual written consent of the Parties or terminated by either Party upon a 60-day advance written notice to the other. The Parties will review this MOU once every three years to ensure that it continues to meet the needs of the Parties and the stated purposes of this MOU.

SIGNATURE OF RESPONSIBLE PARTIES

FOR ROSSELKHOZNADZOR OF THE RUSSIAN FEDERATION

S.A.Dankvert
Head of Rosselkhoznadzor

25 February 2010
Date

FOR THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF COMMERCE

Jane Lubchenco, Ph.D.
Under Secretary of Commerce for
Oceans and Atmosphere

27 January 2010
Date

Appendix No. 1
Format of List of Approved Establishments

Seafood Inspection Program **List of Approved Establishments for Export to the Russian Federation**			
Item No.	**Name, No. of Establishment (Vessel)**	**Name of Product**	**Country and Establishment No. of the Raw Material Supplier**