

***Indonesia-European Free Trade Association
Comprehensive Economic Partnership Agreement***

**INDONESIA-EUROPEAN FREE TRADE ASSOCIATION
COMPREHENSIVE ECONOMIC PARTNERSHIP AGREEMENT**

ARTICLE

SANITARY AND PHYTOSANITARY MEASURES

1. Except as otherwise provided for in this Agreement, the WTO Agreement on the application of Sanitary and Phytosanitary measures (hereinafter referred to as the SPS Agreement) shall apply and is hereby incorporated into made part of this Agreement, *mutatis mutandis*.
2. The Parties agree to use system audits as the preferred assessment method. The need to perform on-site inspections shall be justified and agreed by the Parties.
3. The Parties agree to minimise the number of model SPS-certificates as far as possible. Where official certificates are required, these should be in line with the principles laid down in international standards. When a Party introduces or modifies a certificate, information on the proposed new or revised certificate shall be notified in English as early as possible. The Parties shall provide the factual basis and justification of the new or modified certificate. The exporting Party shall be given sufficient time to adapt to the new requirements.
4. The import requirements and checks applied to imported products covered by this Article shall be based on the risk that is associated with such products and shall be applied in a non-discriminatory manner. Import checks and border controls shall be carried out as expeditiously as possible in a manner that is no more trade-restrictive than necessary.
5. Information about the frequency of import checks or changes in this frequency shall be exchanged upon request between competent authorities
6. Each Party shall ensure that adequate procedures exist to allow the person or entity responsible for the consignment whose goods are subject to sampling and analysis to apply for a supplementary expert opinion as part of the official sampling.
7. Import control should be carried out according to international standards, guidelines and recommendations issued by the relevant international organisations, such as Codex (including CCFICS), IPPC and OIE.
8. Products subject to random and routine checks upon importation should not be detained while awaiting results of the tests if no perceived or verified risk is associated with the products.
9. If products are rejected at a port of entry due to a verified serious sanitary or phytosanitary issue, the competent authority in the exporting Party shall be informed immediately.
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11. If products are rejected at the port of entry, the factual basis and scientific justification shall, upon request, be provided to the exporting Party in writing, within 14 days or as soon as possible.

12. Where a Party detains, at a port of entry, products exported from another Party due to a perceived failure to comply with a sanitary or phytosanitary measure, the factual justification for the detention shall be promptly notified to the person or entity responsible for the consignment.
13. If products are rejected at a port of entry, each Party shall ensure that appropriate administrative or legal procedures exist to file a complaint to appeal the decision in accordance with its domestic legislation.
14. Consultations shall be held at the request of a Party which considers that another Party has taken a measure which is likely to create, or has created, an obstacle to trade. Such consultations shall take place within 30 days from the request with the objective of finding mutually acceptable solutions. If consultations are not taking place in the Joint Committee, it should be informed thereof. In case of perishable goods, consultations between the competent authorities shall be held without undue delay. Such consultations may be conducted by any agreed method.
15. The Parties shall, upon request by a Party, without undue delay, agree on an arrangement extending to each other equivalent¹ treatment related to Sanitary and Phytosanitary measures mutually agreed between each Party and a third Party.
16. The Parties shall exchange designated contact points in order to facilitate communication and the exchange of information. The Parties shall notify any substantial change in structure, organisation and division of responsibilities of the competent authorities and contact points to the other Parties.
17. An importing Party shall ensure free movement of goods complying with its relevant sanitary and phytosanitary requirements and applicable domestic regulations once placed on its market. Sanitary and phytosanitary requirements and domestic regulations shall be applied in a non-discriminatory manner