



REPUBLIK INDONESIA

**MUTUAL RECOGNITION ARRANGEMENT
ON
QUALITY, FOOD SAFETY AND HEALTH ASSURANCE
OF FISH AND FISHERY PRODUCTS
BETWEEN
THE FISH QUARANTINE AND INSPECTION AGENCY
OF THE MINISTRY OF MARINE AFFAIRS AND FISHERIES
OF THE REPUBLIC OF INDONESIA
AND
THE NORWEGIAN FOOD SAFETY AUTHORITY
OF THE KINGDOM OF NORWAY**

The Fish Quarantine and Inspection Agency (FQIA) of the Ministry of Marine Affairs and Fisheries of the Republic of Indonesia and the Norwegian Food Safety Authority (NFSA) of the Kingdom of Norway, hereinafter singularly referred to as the "Party" and collectively the "Parties";

RECOGNIZING that fish and fishery products traded between Indonesia and Norway are intended to be safe, wholesome, healthy, and properly identified;

DESIRING TO strengthen bilateral cooperation and communication to enhance mutual recognition of quality food safety and health assurance of aquatic animal and fishery products;

REFERRING TO Indonesia – European Free Trade Association Comprehensive Economic Partnership Agreement (I-EFTA CEPA), signed in Jakarta on 16 December 2018 and entered into force on 1 November 2021;

REFERRING ALSO to the Letter of Intent on Marine and Fisheries Cooperation between the Ministry of Marine Affairs and Fisheries of the Republic of Indonesia and the Ministry of Trade, Industry, and Fisheries of the Kingdom of Norway signed in Bali on 29 October 2018;

CONSIDERING the technical, hygienic, sanitary conditions, and health set forth in the World Trade Organization (WTO) Agreements on the Application of Sanitary and Phytosanitary Measures (SPS) and Technical Barriers to Trade (TBT), as well as the application of the system of Hazard Analysis Critical Control Point (HACCP) and biosecurity for aquatic animal, fishery and aquaculture product processing establishments, in accordance with the respective countries' legislation;

RECOGNIZING that this Mutual Recognition Arrangement, hereinafter referred to as "MRA", shall not affect or intervene with existing international agreements to which Indonesia or Norway is a party;

PURSUANT TO the prevailing laws and regulations of their respective countries;

Have agreed as follows:

ARTICLE 1

Definition

For the purposes of this Arrangement, both Parties confine the definitions as follows:

1. "Fish and Fishery Product" means:
 - a. all seawater or freshwater animals (except for echinoderms, tunicates and marine gastropods, and all mammals and reptiles) whether wild or farmed and including all edible forms, parts, and products of such animals; and
 - b. seaweed including their products.

2. "Establishments" means:

- a. an aquatic animal and fishery products processing factory licensed, registered, or approved by the Competent Authorities and operating under a mutually acceptable Hazard Analysis Critical Control Point (HACCP) system; and
- b. an aquatic animal and fishery products farm or aquaculture business unit licensed, registered or approved by the Competent Authorities and operating under the Biosecurity system.

ARTICLE 2

Purpose

The purpose of this MRA is to establish cooperation in the fields of quality, food safety, and health assurance of fish and fishery products on the basis of equality and mutual benefit.

ARTICLE 3

Relation to the WTO Agreement

Nothing in this Arrangement will affect the rights or obligations of the Parties under the Marrakesh Agreement Establishing the World Trade Organization 1994.

ARTICLE 4

Notification and exchanges of information

1. Notifications and exchanges of information will be made to the contact points set out in Article 10. Such notification and exchange of information may include hygienic and sanitary standards, and biosecurity requirements established in the prevailing laws and regulations of the respective Party.
2. Both Parties agree that issues notified to the WTO-Secretariat under the SPS Agreement or the TBT Agreements are considered to fulfill relevant

notification obligations under this Agreement. However, more specific information shall be provided upon request by the other Party.

3. The Parties will provide access to updated information on the details (including name, address, and approval number) of the Establishments authorized to export products to the other Party. The Establishments found to be in non-compliance with regulations and standards on quality, food safety, and aquatic animal health assurance will not be issued an export certificate by the Competent Authority of the exporting country.
4. The Parties will inform each other of the model health certificate issued by the Competent Authority for fish and fishery products consignment intended for export to the other Party.

The implementation of health certificates will follow specific arrangements between the Parties, as outlined in Annex I of this agreement.

5. The importing Party will, within 14 days and through its Competent Authority, provide information on any fish and fishery products from the exporting Party that is found to be in non-compliance with the SPS-requirements of the importing Party. This information shall include the reason for the rejection, identification and description of the product, measures taken, and traceability information of the product.
6. The exporting Party agrees to register its Establishments intended for export to importing Party and to verify timely the latest list of its registered Establishments to the importing Party.

ARTICLE 5

Confidence Building

1. The handling and processing of fish and fishery products and by-products in approved Establishments shall be in conformity with the hygienic and sanitary

standards and biosecurity requirements established in the prevailing laws and regulations of the respective Parties.

2. When assessing the marketed product, guidelines from *OIE* and *Codex Alimentarius* shall be used respectively. This includes the use of sampling plans and internationally recognized tables of defects, such as those of the *OIE* and *Codex Alimentarius*.
3. In order to evaluate if the conditions set out in this MRA has been fulfilled, the Parties may carry out inspections in accordance with the principles of the SPS agreement, of each other's competent authorities' system of food safety and biosecurity assurance of aquatic animal and fishery products.

ARTICLE 6

Harmonization, Technical, and Personnel Exchange

The Parties shall work on harmonization of the respective sanitary and phytosanitary measures, taking into account standards, guidelines, and recommendations developed by *OIE* and *Codex Alimentarius*, through:

1. Harmonization on risk analysis,
2. Laboratory capacity and testing method,
3. Audit, surveillance and inspection, and
4. Personnel capacity building.

ARTICLE 7

Labelling

Where differences exist in labelling requirements, the exporting Party will require the Establishments authorized for export to comply with the labelling requirement under the laws of the importing Party, in addition to the labelling requirements under the laws of the exporting Party.

ARTICLE 8

Funding

All cooperation activities carried out under this MRA are subject to the availability of funds, personnel, and other resources. The source of funding shall be supported by each Party and/or multilateral organisations.

ARTICLE 9

Agreements with Third Country

This Arrangement shall not prejudice the rights and obligations of either side as defined in agreements and treaties concluded with any third country.

ARTICLE 10

Competent Authorities and Contact Points

1. The Fish Quarantine and Inspection Agency (FQIA) shall be the Competent Authority in the Republic of Indonesia. The Norwegian Food Safety Authority (NFSA) shall be the Competent Authority in the Kingdom of Norway.

2. All communication and cooperation are done through each side's Competent Authority as follows:

The contact point of FQIA is:

Director General of Fish Quarantine and Inspection Agency (FQIA)

Ministry of Marine Affairs and Fisheries – Republic of Indonesia

Gedung Mina Bahari II Lantai 6, Jalan Medan Merdeka Timur Nomor 16

Jakarta Pusat – Indonesia

Phone: +62 21 3500149, +62 21 3860527

Fax. +62 21 3500149, +62 21 3860527

Email : kerjasama.bkipm@kkp.go.id

The contact point of NFSA is:

CEO/Director General of Norwegian Food Safety Authority (NFSA)

Head Office, c/o International Affairs

Felles Postmottak

P.O Box 383, 2381 Brumunddal

Norway

Phone: +47 22 40 00 00

Email: internpost.internasjonalt.samarbeid@mattilsynet.no

ARTICLE 11

Administration of the Arrangement


1. This MRA shall enter into force on the date of its signing.
2. This MRA shall enter into force on the date of its signing and shall remain in force for a period of 5 (five) years. It may be extended by mutual written consent of the Parties, at least 6 (six) months prior to the expiration date.
3. Either Party may terminate this MRA by giving at least 6 (six) months' notice in writing prior to the intended date of termination. The MRA will terminate on the expiry of the period of notice.
4. This MRA may be revised or amended by mutual consent of the Parties. Unless otherwise specified therein, all amendments to the MRA will come into effect on the date of the signature and shall be an integral part of this MRA.
5. The Parties agree to undertake consultations on all matters concerning the implementation of this MRA. Consultations shall take place without delay, at the request of either Party, with a view to finding a solution acceptable to both Parties.

ARTICLE 12
Settlement of Dispute


Any dispute between the Parties that might arise concerning the interpretation of this MRA shall be amicably settled through consultations or negotiations between the Parties.

Done in Bergen on 1st of October in two thousand and twenty-two, in duplicate, in Indonesian and English languages.

For
**The Fish Quarantine and Inspection
Agency of Ministry of Marine Affairs
and Fisheries
The Republic of Indonesia**


Pamuji Lestari
**DIRECTOR-GENERAL OF
FQIA**

For
**The Norwegian Food Safety
Authority
The Kingdom of Norway**


Ingunn Midttun Godal
**DIRECTOR-GENERAL OF
NFSA**

Annex I

**HEALTH CERTIFICATE FOR FISH AND FISHERY PRODUCTS
EXPORTED TO THE REPUBLIC OF INDONESIA
SERTIFIKAT KESEHATAN IKAN DAN PRODUK PERIKANAN
YANG DIEKSPOR KE NEGARA REPUBLIK INDONESIA**

Number / Nomor :

Description of fish and fishery products / Deskripsi ikan dan produk perikanan :

No	Common name / Nama umum	Scientific name / Nama ilmiah	HS Code / Kode HS	Quantity / Jumlah	Unit
	Trout	Salmo trutta	03 02 11 19	2000	kg
TOTAL :				2000	kg

1. Consignor / Pengirim barang Name / Nama : Seafood Exporter Address / Alamat : Seafood Street 1 1111 Seafood Town Norway		2. Competent authority / Otoritas kompeten Norwegian Food Safety Authority N-2381 Brumunddal Norway postmottak@mattilsynet.no Fax: +47 23 21 68 01, Tel: +47 22 40 00 00	
3. Consignee / Penerima barang Name / Nama : Seafood Importer Address / Alamat : Jalan Makanan Laut 1 11111 Kota Makanan Laut Indonesia			
4. <input type="checkbox"/> Aquaculture establishment / Unit Pembudidayaan Ikan Name / Nama : Seafood Producer Address (detailed) / Alamat lengkap : Seafood Street 2 1111 Seafood Town Norway		<input checked="" type="checkbox"/> Fish processing establishment / Unit Pengolahan Ikan Establishment ID Number / No Registrasi N111 <input type="checkbox"/> Others / Lainnya	
5. Country and region of origin / Negara dan daerah asal : Norway		6. Source / Sumber : <input checked="" type="checkbox"/> Farm-raised / Budidaya <input type="checkbox"/> Wild-caught / Tangkap	
7. Port of shipment / Pelabuhan pengeluaran : Oslo Aiport		8. Means of transport / Alat transportasi : <input checked="" type="checkbox"/> Aeroplane / Angkutan udara <input type="checkbox"/> Ship / Angkutan laut <input type="checkbox"/> Road vehicle / Angkutan darat	
9. Description of commodity / Deskripsi komoditas :		10. Temperature of the commodity / Temperatur komoditas : <input type="checkbox"/> Ambient / Suhu ruang <input type="checkbox"/> Frozen / Beku <input checked="" type="checkbox"/> Chilled / Dingin	
11. Commodities intended for uses as / Komoditas diperuntukkan sebagai : <input checked="" type="checkbox"/> Human consumption / Konsumsi manusia <input type="checkbox"/> Culture / breeding (broodstock, eggs, gametes) / Budidaya <input type="checkbox"/> Trade / Diperdagangkan <input type="checkbox"/> Research & Investigation / Penelitian dan pemeriksaan <input type="checkbox"/> Fish feed / Bait / Pakan / Umpan pancing <input type="checkbox"/> Exhibition / Pameran <input type="checkbox"/> Others / Lainnya		12. Total number of package, associated batch numbers and number of packages per batch / Jumlah kemasan total terkait nomor batch dan kemasan per batch Number of boxes 200 Batch number 11111-111 <small>*(Information on batch see attachment if insufficient) * Informasi tentang batch dapat dilihat pada lampiran jika belum tidak cukup)</small>	
13. Type of packaging / Jenis kemasan : Boxes		14. Total quantity (kg) / Jumlah total (kg) : 2000 kg	
15. Identification of container / Seal number Identifikasi kontainer / nomor segel :		16. Port of destination / Pelabuhan tujuan : Jakarta International Airport	
17. Identification of transport / Identitas alat transport Name of vessel / Nama kapal : Voyage number / Nomor penerbangan : 1111		18. Date of departure / Tanggal pengiriman : 31.03.2022	
19. Testing laboratory / Laboratorium penguji : NOT APPLICABLE		Address / Alamat : NOT APPLICABLE	
Approving officer name / Penanggungjawab laboratorium : NOT APPLICABLE		Test result number / Nomor laporan hasil uji : NOT APPLICABLE	
<p align="right">Signature / Tanda tangan</p>			

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Ref. Number :

Attestation

The undersigned certifying official certifies that the product(s) / Pejabat penandatanganan sertifikat di bawah ini menyatakan bahwa produk :

- ☐ Finfish / Ikan bersirip ☐ Mollusca / Moluska ☐ Crustacea / Krustasea ☒ Fishery products / Produk perikanan ☐ Others / Lainnya

Others described above satisfy(s) the following requirements / yang diuraikan di atas memenuhi persyaratan berikut :

- ☒ a. The Product from each batch / commodity from population *) described above have been processed, inspected and graded in (an) establishment(s) that has been approved by and under control of the Competent Authority / Produk tersebut di atas telah diproses, diperiksa dan dinilai dalam kondisi yang telah disetujui oleh dan di bawah kendali Otoritas Kompeten
- ☒ b. Have been handled, prepared or processed, identified, stored and transported under a competent HACCP and sanitary programme consistently implemented and in accordance with the requirements laid down in Codex Code of Practice for Fish and Fishery Products (CAC/RCP 52-2003) / telah ditangani, disiapkan atau diproses, diidentifikasi, disimpan dan diangkut sesuai dengan persyaratan sanitasi dan HACCP yang diterapkan secara konsisten dan sesuai dengan persyaratan yang ditetapkan Codex Code of Practice for Fish and Fishery Products (CAC / RCP 52-2003)
- ☐ c. The Product from each batch / Commodity from population *) has been found to be free of disease based on sampling and testing method recognized by the World Organisation for Animal Health (OIE) for demonstrating absence of disease and inspected according to the appropriate procedures and subsequently found, at the time of inspection: / Produk / dari setiap batch pasca pengolahan bebas dari penyakit berdasarkan pengambilan sampel dan metode pengujian yang diakui oleh World Organisation for Animal Health (OIE) dan pada saat pemeriksaan:
- ☐ - for crustacean declared free from AHPND, IHNV, YHV, TSV, WSSV, WTD, IMNV, LsNV and Crayfish plague.
(untuk jenis krustasea bebas dari AHPND, IHNV, YHV, TSV, WSSV, WTD, IMNV, LsNV dan Crayfish plague)
 - ☐ - for cyprinidae declared free from SVC, KHV, RSD and Furunculosis.
(untuk jenis Carp bebas dari SVC, KHV, RSD dan Furunculosis)
 - ☐ - for tilapia or oreochromis declared free from TLV, IPNV, RSIVD, VNN, RSD, ESC and Furunculosis.
(untuk jenis Tilapia atau Oreochromis bebas dari TLV, IPNV, RSIVD, VNN, RSD, ESC dan Furunculosis)
 - ☐ - for catfish declared free from CCVD, VHSV, RSD, Furunculosis, ESC and EUS.
(untuk jenis Catfish bebas dari CCVD, VHSV, RSD, Furunculosis, ESC dan EUS)
 - ☐ - for other fish species, declared free in accordance with the list of fish diseases of OIE relevant to the susceptible species.
(untuk jenis ikan lainnya, mengikuti daftar penyakit hewan akuatik OIE yang relevan dengan spesies rentan tersebut)
 - ☒ - to show no visible/clinical signs of diseases / tidak menunjukkan gejala penyakit secara visual / klinis :
 - ☒ - The fish must be packaged in shipping containers, holding units and/or conveyances that are either new or cleaned and disinfected. The shipping containers and/or holding units must prevent release of the shipping contents (eg. water or animals) while en route.
(ikan harus dikemas dalam kontainer pengiriman kemasan, dan/atau alat angkut yang baru atau dibersihkan dan didesinfeksi. Wadah pengiriman dan / atau kemasan atau alat angkut harus menegakkan pelepasan isi pengiriman (mis. Air atau ikan) saat sedang dalam perjalanan).
- ☐ d. For non edible products have been handled, prepared or processed, stored, transported based on biosecurity principles / produk non pangan telah ditangani, disiapkan atau diproses, disimpan, diangkut berdasarkan prinsip biosekuriti
- ☐ e.

Additional information / Informasi tambahan :

CERTIFIED DETAILS / Detail penerbit sertifikat

Name / Nama :

Position / Jabatan :

Authorized Officer

Issued at / Lokasi :

Phone / Telepon :

Fax / Faksimili :

E-mail / Surat elektronik :

Address / Alamat :

Issued at / Dikeluarkan ROMERIKE on / di 31.03.2022

Stamp / Stempel

Signature / Tanda tangan
(Name of Official or Inspector/ Nama petugas atau Inspektur)

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