

**AGREEMENT ON TRADE AND TECHNICAL CO-OPERATION  
IN AGRICULTURE AND FISHERIES**

**BETWEEN**

**THE GOVERNMENT OF THE COMMONWEALTH OF THE BAHAMAS**

**AND**

**THE GOVERNMENT OF THE REPUBLIC OF HAITI**

**July 2014**

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**BETWEEN THE GOVERNMENT OF THE COMMONWEALTH OF THE BAHAMAS AND THE GOVERNMENT OF THE REPUBLIC OF HAITI**

*The Government of the Commonwealth of The Bahamas, represented by the Minister of Agriculture, Marine Resources and Local Government, and the Government of the Republic of Haiti represented by the Minister of Agriculture, Natural Resources and Rural Development,*

*Hereinafter referred to as "the Parties",*

*Recognising that agricultural trade is a basis to strengthen their friendly relationship, reduce poverty and improve food security in both countries through the development of their rural populations;*

*Bearing in mind the need for both countries to harmonise their respective sanitary and phytosanitary measures with international standards of the World Trade Organization (WTO) Agreement on the Application of Sanitary and Phytosanitary Measures (SPS Agreement) in order to protect the population and environment of both countries from pest, diseases and other food safety risks;*

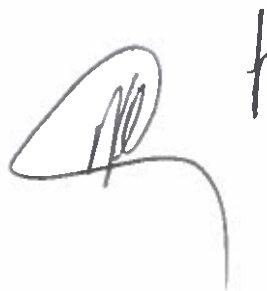
*Noting that both Parties have potential in agricultural and fisheries products;*

*Considering the necessity for both Parties to establish an appropriate legal and institutional framework to facilitate the development of trading opportunities for produce, meat and fisheries products between both countries through sanitary and phytosanitary regulatory measures and procedures meeting international standards, best practices and risk assessment;*

*Noting the importance to further the use of harmonised sanitary and phytosanitary measures between Parties, on the basis of international standards, guidelines and recommendations developed by the relevant international organisations, including the Codex Alimentarius Commission, World Organization for Animal Health (OIE), and the relevant international and regional organisations operating within the framework of the International Plant Protection Convention (IPPC), without requiring Parties to change their appropriate level of protection of human, animal or plant life or health;*

*Reaffirming their desire to strengthen trade and economic relations in agriculture and fisheries products based on the recognised sanitary and phytosanitary standards;*

*Considering that the Parties have plant and animal genetic resources of importance, as well as skilled professionals in the agricultural sector that are able to facilitate technical and scientific exchanges for the development of their agriculture;*

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**HAVE AGREED TO THE FOLLOWING:**

**ARTICLE 1**  
**Purpose**

The purpose of this Agreement is to facilitate trading of agriculture and fisheries products between the two Parties based on international standards, best practices and risk assessment.

**ARTICLE 2**  
**Co-operation**

The Parties shall co-operate and develop criteria and standards for produce, meat and seafood to be traded commercially between the Parties.

**ARTICLE 3**  
**Technical Platform**

The Parties shall provide a technical platform bringing together the stakeholders of the food safety chain. This platform shall act as the scientific body providing technical support to meet the aims and objectives of this Agreement.

Each Party shall satisfy the laws, regulations and conditions of the other Party.

**ARTICLE 4**  
**Visitation of Inspectors**

Each Party shall facilitate the visits of technical representatives of the other Party required to ascertain the quality of sanitary and phytosanitary inspections as it relates to their respective products.

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**ARTICLE 5**  
**Trading Opportunities**

Each Party, through its diplomatic mission, shall inform the other Party, on a regular basis, of existing trade opportunities in its jurisdiction so as to facilitate trading.

**ARTICLE 6**  
**Information on Safety Risk**

Each Party shall inform the Competent Authority of the other Party of any pest, disease and food safety risk that would affect trade between the countries, to allow for the necessary recall steps to be taken. For The Bahamas, the Competent Authority is the Minister of Agriculture, Marine Resources and Local Government, and for the Republic of Haiti, the Competent Authority is the Minister of Agriculture, Natural Resources and Rural Development.

**ARTICLE 7**  
**Commission**

The Parties shall establish a Bipartite Technical Commission comprised of plant protection and animal health specialists from both countries. This Commission shall facilitate the exchange of technical information and monitor the implementation of this Agreement. The terms of reference of the Commission will be determined by both Parties.

**ARTICLE 8**  
**List of Products**

Both Parties shall establish an updated list of products based on risk assessment and establish the quality and safety criteria for each product covered by this Agreement.

**ARTICLE 9**  
**Amendments**

The Parties may, after review, make amendments, added as riders, that are deemed necessary to meet the objectives of the Agreement.



**ARTICLE 10**  
**Harmonising Legislation**

The Bipartite Technical Commission will harmonise current legislation and regulations according to international standards to meet mutual obligations.

**ARTICLE 11**  
**Entry into Force**

This Agreement shall enter into force on the day on which it is signed by both Parties.

**ARTICLE 12**  
**Withdrawal**

Either Party to this Agreement may withdraw by written notification sent to the other Party through diplomatic channels. The withdrawal shall take effect six (6) months after the date of notification.

**ARTICLE 13**  
**Continuation**

Programmes and projects already underway, and which have not been challenged, shall not be covered by a withdrawal. They shall proceed as planned unless the Parties decide otherwise.

**ARTICLE 14**  
**Dispute Settlement**

Any dispute that may arise from the interpretation or the application of this Agreement shall be resolved amicably through diplomatic channels.

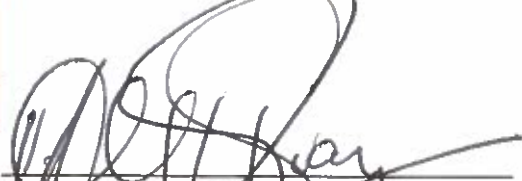
**ARTICLE 15**  
**General Provisions**

1. Nothing in this Agreement shall be interpreted or applied in a manner so as to prevent the Parties from giving effect to their international obligations or adopting or enforcing measures necessary to protect human, animal life or health.
2. The appendices, which include the List of Products for Export, the Protection Plan, the Study on Customs Tariff, and the General Food Safety, shall be integral parts of this Agreement.

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IN WITNESS WHEREOF the undersigned representatives, duly authorised by their respective Governments, have signed this Agreement.

Done in duplicate at Nassau in the English and French languages, both versions being equally authentic this 29<sup>th</sup> day of July in the year 2014.

  
\_\_\_\_\_  
For the Government of the Commonwealth  
of The Bahamas

  
\_\_\_\_\_  
For the Government of the Republic  
of Haiti





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**APPENDIX I  
GENERAL PRODUCT SAFETY**

**Co-operation Framework for General Product Safety**

In order to protect the health and safety of consumers, the Parties intend, on the basis of applicable legislation of the respective countries, to co-operate in areas that are within the scope of responsibilities of both Parties and in the scope of consumer products of mutual concern.

The co-operation under this Agreement includes:

1. Exchange of the following information:
  - (a) scientific, technical and regulatory information, to help ensure the safety of consumer products;
  - (b) emerging issues of significant health and safety relevance within the scope of the mandate and authority of each Party. Information regarding products and manufacturers may be provided if necessary and permitted under the respective laws;
  - (c) standardisation activities and co-operation in comparatively assessing relevant products safety standards and in initiating standardisation activities according to each Party's rules and procedures;
  - (d) market surveillance, (import and export) inspection and enforcement activities;
  - (e) risk assessment (risk identification, management, control) measures; and
  - (f) major recall operations of mutual interest;
2. Training for technical and regulatory experts and personnel;



3. Deepening of dialogue on food safety and enhance cooperation on Sanitary and Phytosanitary (SPS) issues related to agricultural and fisheries products; and
4. Establishing channels of consultation and communication so as to notify each other in a timely manner of the relevant information and co-operate in the shortest possible time in order to efficiently search for mutually acceptable solutions should problems in

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