

**MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES OF
AMERICA AND THE KINGDOM OF BAHRAIN ON TRADE IN FOOD AND
AGRICULTURE PRODUCTS**

The Government of the United States of America (USA) and the Government of the Kingdom of Bahrain (Bahrain) (collectively "the Parties"):

COMMITTED to facilitate the trade of safe food between their respective territories, and to encourage greater transparency and consultation in order to facilitate U.S. exports of food to Bahrain as Bahrain administers regulatory measures for food, including agricultural and fishery products subject to the World Trade Organization (WTO) agreements, including, but not limited to, the *Agreement on the Application of Sanitary and Phytosanitary Measures* (SPS Agreement) and the *Agreement on Technical Barriers to Trade* (TBT Agreement);

SEEKING to confirm by this Memorandum of Understanding (MOU) the agreement of the Parties as to the following.

THE PARTIES HAVE AGREED AS FOLLOWS:

I. SCOPE

This MOU covers the measures of Bahrain applicable to all imports of U.S. food and agricultural products as defined in Annex I of the *WTO Agreement on Agriculture* as well as other products produced for human consumption, such as fish and fish products. For the purpose of the MOU, these products are hereafter referred to as "food and agriculture products."

II. RECOGNITION OF THE U.S. FOOD CONTROL SYSTEM

Bahrain recognizes that food safety standards, food standards, and regulatory oversight of the production and processing of food and agriculture products administered under the authority of or by the U.S. government meets Bahrain's standards for imports into Bahrain. For greater certainty, such measures include, but are not limited to the following: measures related to the regulatory oversight of processed food production; labeling of perishable and processed foods; regionalization protocols for animal disease outbreaks, plant pests, and disease outbreaks.

Accordingly, Bahrain agrees to continue to accept the export certification documents as currently provided by the USA for imports of food and agricultural products into Bahrain. In order to facilitate trade in food and agriculture products with the United States, Bahrain shall ensure that any new measures or import requirements that take effect after the date of this MOU are applied only to the extent necessary to protect human, animal, or plant life or health, are based on scientific principles, and are not maintained without sufficient scientific evidence to meet Bahrain's appropriate level of protection. Bahrain commits to notify draft measures to the WTO SPS or TBT committee and to take comments into account in the final measure consistent with Bahrain's international trade obligations in order to prevent unwarranted impacts on Bahrain imports of food and agricultural products.

III. CONSULTATIONS AND RESOLUTION OF SPECIFIC TRADE CONCERNS

Either Party may, by written notice to the other Party, request consultations to resolve:

- i.) Any issue or disruption to trade related to Bahrain's implementation of or compliance with any obligation under this MOU, including any new measures introduced by Bahrain that could restrict imports of food and agricultural products into Bahrain; or
- ii.) Any disagreement regarding the interpretation or application of the terms of this MOU.

The Parties shall enter into consultations no later than ten (10) days following receipt of a request for consultations. The Parties shall act in good faith to reach a mutually satisfactory solution to the matter of concern.

IV. RELATION TO OTHER AGREEMENTS

Nothing in this MOU shall affect the rights and obligations of the Parties pursuant to the *Marrakesh Agreement Establishing the World Trade Organization* or its annexes.

V. ENTRY INTO FORCE, REVIEW, AMENDMENT, AND TERMINATION

This MOU shall enter into force upon signature by the Parties.

The Parties shall periodically review the operation of this MOU.

The Parties may amend this MOU by written agreement of the Parties. When so agreed, and approved in accordance with the applicable domestic legal procedures of each Party, an amendment shall enter into force on such date as the Parties may agree.

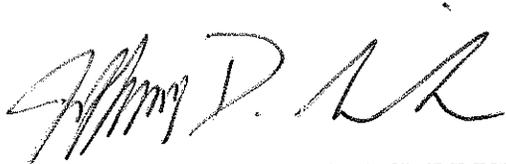
Either Party may terminate this MOU by giving at least six (6) months written notice informing the other Party of its intention to terminate the MOU.



IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this MOU.

Done at Washington, D.C., this 30th day of March, 2018 in duplicate in the English language.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:



AMBASSADOR JEFFREY GERRISH
Deputy United States Trade Representative

FOR THE GOVERNMENT OF THE KINGDOM OF BAHRAIN:



MINISTER ZAYED AL-ZAYANI
Minister of Industry, Commerce and Tourism