



**PROTOCOL OF PHYTOSANITARY REQUIREMENTS FOR THE
EXPORT OF STEVIA FROM ZAMBIA TO CHINA BETWEEN THE
MINISTRY OF AGRICULTURE OF THE REPUBLIC OF ZAMBIA
AND THE GENERAL ADMINISTRATION OF CUSTOMS OF THE
PEOPLE'S REPUBLIC OF CHINA**

In order to safely export stevia from Zambia to China, and ensure the safety of agriculture and ecology in China, in accordance with the principles of WTO/SPS and on the basis of risk analysis results, the Ministry of Agriculture of the Republic of Zambia (hereinafter referred to as MARZ) and the General Administration of Customs the People's Republic of China (hereinafter referred to as GACC) have exchanged views and reached agreements on the phytosanitary requirements of Zambia stevia to China as follows.

This protocol pertains only to phytosanitary requirements. Other standards and requirements such as those regarding human health (e.g. China's national food safety standards), may also apply to Zambia stevia, but are outside the scope of this protocol.

All disputes which may arise in relation with the interpretation of the present Protocol shall be settled by means of consultation and negotiations between the representatives of the parties (GACC and MARZ).



The Parties (GACC and MARZ) hereto agree to the following:

Article 1

The stevia in this protocol is dried stevia stem and leaf which produced in Zambia and exported to China for processing. Its scientific name is *Stevia rebaudiana*.

The Plant Quarantine and Phytosanitary Service the MARZ (hereinafter referred to as PQPS) shall be the Zambia executive body of this Protocol.

Article 2

The stevia being exported to China shall comply with the relevant phytosanitary laws, regulations on import and national standards of China, be free from live pests in particular the quarantine pests concerned by China (listed in the Annex), and be free from soil, root and mature seed of stevia, or other extraneous materials.

Article 3

The grower of stevia shall enhance growing management, draw up a pest-control plan, and take measure to control the pest when it occurrence, eradicate the quarantine weeds in the field.

The grower shall enhance harvesting management, avoid the stevia carry weed plants and its seeds, plant debris, soil, etc.



Article 4

The warehouse of stevia shall be clean and tidy, and only for storage of stevia at the same time. The stevia shall be kiln dried, and packaged hermetically. The packaging bags shall be clean and use first time, and have a label with information of the name of processing facility and its register number, the name of products, producing place etc. .

The conveyance or container for stevia shall be clean, and be free from pests and residues of shipments before.

Article 5

PQPS shall register processing facilities exporting stevia to China, and supervise its process of growing, processing, storage, fumigation and transportation, in order to ensure that they meet the relevant Chinese quarantine conditions. PQPS shall notify in advance to GACC the list of those registered processing facilities, and registered by GACC after review.



Article 6

PQPS should conduct quarantine of the stevia prior to export to China. If live insects are found, the consignment shall be fumigated at warehouse or container prior to export. For the consignment which meets requirements specified in this protocol, PQPS shall issue a Phytosanitary Certificate according to ISPM12 《Phytosanitary Certificate》, including an additional declaration in English: “The consignment is from registered processing facility (Registration No.: ***), is in compliance with requirements described in the Protocol of Phytosanitary Requirements for the Export of Stevia from Zambia to China, and is free from the quarantine pests concerned by China”. If the consignment had been fumigated, the date, temperature, concentration and duration of fumigation shall be marked out at the Phytosanitary Certificate.

PQPS shall provide the sample of the Phytosanitary Certificate currently valid in Zambia in advance, to make GACC to more easily determine their validity when consignment enters the Chinese ports.



Article 7

When the stevia arrives in Chinese first entry ports, local customs (the branches of GACC) will audit phytosanitary certificate and carry out inspection and quarantine.

The imported stevia shall be processed at a registered processing facility.

Article 8

If the consignment does not accompany a valid phytosanitary certificate, it shall be rejected entry.

If the consignment comes from non-registration processing facility, it shall be returned or destroyed.

If any quarantine pests in the Annex of this Protocol is found, the consignment will only be allowed to enter after effective treatment. In case of no effective treatment, the consignment shall be returned or destroyed. The relevant cost will be paid by exporter. If the problem is serious enough, the Zambia relevant processing facility, even all Zambia stevia, will be suspended immediately until remedial actions have been taken.



If soil or other prohibited materials are found, the consignment shall be returned or destroyed.

Article 9

PQPS shall inform GACC in writing of any newly occurrence of pests of stevia in Zambia, and effective measures taken by PQPS in a timely manner.

GACC will develop further risk assessment and review this Protocol based on a situation of pest occurrence and interceptions from Zambia stevia.

Article 10

Both sides agree to solve possible inspection and quarantine issues through technical consultation regarding Zambia stevia imports into China. If necessary, GACC will send inspectors to Zambia, in cooperation with PQPS, to review the pest control management, inspection and quarantine management etc. The expenses related to the visit, including transportation, accommodation and living expenses, will be covered by export side.



Article 11

The Protocol will enter into force from the date of signature, and have a validity of two years. This Protocol may be terminated by either Party giving six months prior written notice to the other Party of its intention to terminate this Protocol. If neither side gives notice to amend or terminate this Protocol at least six months prior to the expiry date, this Protocol will be extended automatically for an additional period of two years.

The Protocol shall not impose any obligation inconsistent with or in contravention of any international convention or obligation to which either Party is or shall hereafter become a party to.



The Protocol is signed in _____ on _____ in Chinese and English, in duplicated copies, each side has a copy of the two texts. Two texts are equally authentic.

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On behalf of

**The Ministry of Agriculture of
the Republic of Zambia**

A stylized, handwritten signature in black ink, featuring a series of connected, flowing strokes.

On behalf of

**The General Administration of Customs
of the People's Republic of China**



ANNEX

List of Quarantine Pests of Concern to China

Including but not limit to pests as follow:

1. *Septoria steviae*
2. *Pseudomonas cichorii*
3. *Lasioderma serricorne*
4. *Prostephanus truncatus*
5. *Tribolium destructor*
6. *Trogoderma granarium*
7. *Oligonychus yothersi*
8. *Ammi majus*
9. *Centaurea repens*
10. *Centaurea diffusa*
11. *Datura stramonium*
12. *Mikania micrantha*
13. *Solanum elaeagnifolium*
14. *Sorghum alnum Parodi*
15. *Sorghum halepense*