

食品安全檢驗與動植物防疫檢疫措施協定叢書 (二)

# 國際植物保護公約(1997年)

## INTERNATIONAL PLANT PROTECTION CONVENTION - 1997

農委會動植物防疫檢疫局 印行

# 序

食品安全檢驗與動植物防疫檢疫 (Sanitary and Phytosanitary Measures, SPS) 是國際間通行的重要措施，旨在避免或減少因農產品貿易流通而導致外來動植物疫病蟲害之入侵、立足或蔓延之機會，及防範食品、飲料或飼料中之添加物、污染物等的潛在風險，以保護境內國民及動植物的生命或健康，及維護自然生態環境。

為達到上述目的，並防範 SPS 措施對國際農產品貿易造成限制性的影響，前關稅暨貿易總協定 (GATT) 之會員國經多年協商後達成協議，制定「食品安全檢驗與動植物防疫檢疫措施協定」，列入世界貿易組織 (WTO) 成立協定之一，並於 1995 年 1 月 1 日正式生效。

我國加入世界貿易組織後，除享有會員權益外，亦必須履行會員義務，遵循 SPS 協定及相關之國際規範。任何 WTO 會員若對我國採行之 SPS 措施提出諮商要求時，我國必須依該協定條文及相關國際標準，與該等會員進行雙邊或多邊之檢驗檢疫技術諮商。

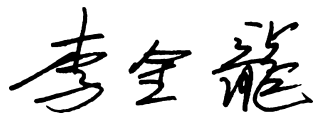
本局為使我國相關政府機構、產學各界及全國的農友瞭解此一重要協定及相關國際規範包括國際植物保護公約、國

際動物衛生法典相關國際標準等之內容，特規劃出版中文譯本之「食品安全檢驗與動植物防疫檢疫措施協定叢書」，邀請專家學者參與編譯，期藉此叢書，使相關人員熟悉 SPS 協定之條文精神及各項國際標準之原則與準則，充分認識現行國際規範，以妥善運用對我國有利之協定條文及國際標準，俾維護我國之農業生產安全，並在對外諮商中掌握談判優勢，保障我國應有的權益。

本叢書系列由本局同仁策劃編譯工作，並邀請國立台灣大學昆蟲系教授陳秋男及相關領域專家參與譯稿作業。舉凡名詞翻譯、文句潤飾、譯詞統一及語氣之流暢等，均係參與人員字斟句酌、集思廣益的成果，而叢書之設計與編印，亦蒙相關人員之辛勤付出，始得出版問世，在此一併致謝。

本局施政目標之一為建立符合國際規範之動植物防疫檢疫及農產品衛生安全之檢驗體系，本叢書之出版，期能增進與提昇相關工作之效能及水準，促進目標之達成。

動植物防疫檢疫局局長

A handwritten signature in black ink, reading '李全龍' (Li Jialong), written in a cursive style.

二〇一一年十二月

# **INTERNATIONAL PLANT PROTECTION CONVENTION - 1997**

**(New Revised Text approved by the FAO Conference  
at its 29th Session - Nov 1997)**

The contracting parties,

h recognizing the necessity for international cooperation in controlling pests of plants and plant products and in preventing their international spread, and especially their introduction into endangered areas;

h recognizing that phytosanitary measures should be technically justified, transparent and should not be applied in such a way as to constitute either a means of arbitrary or unjustified discrimination or a disguised restriction, particularly on international trade;

h desiring to ensure close coordination of measures directed to these ends;

h desiring to provide a framework for the development and application of harmonized phytosanitary measures and the elaboration of international standards to that effect;

h taking into account internationally approved principles governing the protection of plant, human and animal health, and the environment; and

# 國際植物保護公約(1997年)

(聯合國糧農組織會員大會 1997年11月第29次會議  
通過新修正版本)

## 前 言

全體締約成員，

- h 咸認植物與植物產品有害生物之防治及防範其在國際間傳播，尤其是防範其傳入受威脅地區，具有國際合作之必要性；
- h 咸認植物檢疫措施應為技術上合理的及透明化的，且其實施應不得對國際貿易構成恣意或無理的歧視或隱藏性的限制；
- h 咸欲確保導向此目的之措施之密切協調；
- h 咸欲提供一架構以發展與應用調和的植物防疫檢疫措施，及制訂國際標準以達成其效；
- h 考量規範植物、人類及動物健康與環境保護之國際認可的原則；及

h noting the agreements concluded as a result of the Uruguay Round of Multilateral Trade Negotiations, including the Agreement on the Application of Sanitary and Phytosanitary Measures; have agreed as follows:

## **ARTICLE I**

### **Purpose and responsibility**

1. With the purpose of securing common and effective action to prevent the spread and introduction of pests of plants and plant products, and to promote appropriate measures for their control, the contracting parties undertake to adopt the legislative, technical and administrative measures specified in this Convention and in supplementary agreements pursuant to Article XVI.
2. Each contracting party shall assume responsibility, without prejudice to obligations assumed under other international agreements, for the fulfilment within its territories of all requirements under this Convention.
3. The division of responsibilities for the fulfilment of the requirements of this Convention between member organizations of FAO and their member states that are contracting parties shall be in accordance with their respective competencies.
4. Where appropriate, the provisions of this Convention may be deemed by contracting parties to extend, in addition to plants and plant products, to storage places, packaging, conveyances, containers, soil and any other organism, object or material capable of harbouring or spreading plant pests, particularly where international transportation is involved.

- h 鑒於烏拉圭回合多邊貿易談判獲致之諸多協定，包括食品安全檢驗與動植物防疫檢疫措施協定；

爰同意如下：

## 第一條 宗旨與責任

1. 為確保共同而有效的行動以防範植物與植物產品有害生物之傳播與傳入，並推展其適當防治措施，締約成員保證依據本公約及第十六條所訂補充協議之規定，採取各項立法的、技術的及行政的措施。
2. 在不免除其在其他國際協定應負義務之前提下，各締約成員應負責於其領域內履行本公約之一切規定。
3. 聯合國糧農組織 (FAO) 之機構會員與屬本締約成員之該組織會員國間，其履行本公約規定之責任劃分，應符合其各自的權限。
4. 締約成員認為適當時，尤其是涉及國際運輸時，得將本公約規定之適用範圍，除植物與植物產品外，擴及貯藏場所、包裝、運輸工具、容器、土壤以及其他任何能夠藏匿或傳播植物有害生物之其他生物、物品或材料。

## ARTICLE II

### Use of terms

1. For the purpose of this Convention, the following terms shall have the meanings hereunder assigned to them:

“ Area of low pest prevalence” - an area, whether all of a country, part of a country, or all or parts of several countries, as identified by the competent authorities, in which a specific pest occurs at low levels and which is subject to effective surveillance, control or eradication measures;

“ Commission” - the Commission on Phytosanitary Measures established under Article XI;

“ Endangered area” - an area where ecological factors favour the establishment of a pest whose presence in the area will result in economically important loss;

“ Establishment” - perpetuation, for the foreseeable future, of a pest within an area after entry;

“ Harmonized phytosanitary measures” - phytosanitary measures established by contracting parties based on international standards;

“ International standards” - international standards established in accordance with Article X, paragraphs 1 and 2;

“ Introduction” - the entry of a pest resulting in its establishment;

“ Pest” - any species, strain or biotype of plant, animal or pathogenic agent injurious to plants or plant products;

## 第二條 用辭

### 1. 本公約用辭定義如下：

「有害生物低流行區」 - 被主管當局認定為某特定有害生物發生率低，並採取有效的監視、防治與撲滅措施之地區；不論該地區為一國的全部、一國的一部分，或數國之全部或局部。

「委員會」 - 依據本公約第十一條規定設立的植物防疫檢疫措施委員會。

「受威脅地區」 - 生態因素有利於一有害生物立足，而該有害生物之發生將會造成重大經濟損失的地區。

「立足」 - 一有害生物進入某一地區後在可預見之未來持續生存。

「調和的植物防疫檢疫措施」 - 指締約成員依據國際標準制定的植物防疫檢疫措施。

「國際標準」 - 依據本公約第十條第一項與第二項規定所制定的國際標準。

「傳入」 - 導致一有害生物立足之入境。

「有害生物」 - 任何對植物或植物產品有害之植物、動物或病原體之種、品種或生物小種。

“ Pest risk analysis” - the process of evaluating biological or other scientific and economic evidence to determine whether a pest should be regulated and the strength of any phytosanitary measures to be taken against it;

“ Phytosanitary measure” - any legislation, regulation or official procedure having the purpose to prevent the introduction and/or spread of pests;

“ Plant products” - unmanufactured material of plant origin (including grain) and those manufactured products that, by their nature or that of their processing, may create a risk for the introduction and spread of pests;

“ Plants” - living plants and parts thereof, including seeds and germplasm;

“ Quarantine pest” - a pest of potential economic importance to the area endangered thereby and not yet present there, or present but not widely distributed and being officially controlled;

“ Regional standards” - standards established by a regional plant protection organization for the guidance of the members of that organization;

“ Regulated article” - any plant, plant product, storage place, packaging, conveyance, container, soil and any other organism, object or material capable of harbouring or spreading pests, deemed to require phytosanitary measures, particularly where international transportation is involved;

「有害生物風險分析」 - 評價生物的或其他科學與經濟的證據，以決定一有害生物是否應被管制及為此採取之任何植物防疫檢疫措施之強度的過程。

「植物防疫檢疫措施」 - 旨在防範有害生物傳入及 / 或傳播之任何法律、法規或官方程序。

「植物產品」 - 未經加工之植物性材料（包括穀物）及經加工但因其性質或其加工之性質可能有傳入或傳播有害生物風險之產品。

「植物」 - 活的植物及其一部分，包括種子與種原。

「檢疫有害生物」 - 對某一受威脅地區具有潛在經濟重要性，惟尚未存在該區，或雖存在但尚未廣泛分布而有官方防治的有害生物。

「區域性標準」 - 一地區性植物保護組織所制訂以指導其組織成員的標準。

「管制物品」 - 任何植物、植物產品、貯存場所、包裝、運輸工具、容器、土壤、及任何其他可能藏匿或傳播有害生物之生物體、物品或材料等，而被認為必須要採取植物防疫檢疫措施者，特別是涉及國際運輸之情況。

“ Regulated non-quarantine pest” - a non-quarantine pest whose presence in plants for planting affects the intended use of those plants with an economically unacceptable impact and which is therefore regulated within the territory of the importing contracting party;

“Regulated pest” - a quarantine pest or a regulated non-quarantine pest;

“ Secretary” - Secretary of the Commission appointed pursuant to Article XII;

“ Technically justified” - justified on the basis of conclusions reached by using an appropriate pest risk analysis or, where applicable, another comparable examination and evaluation of available scientific information.

2. The definitions set forth in this Article, being limited to the application of this Convention, shall not be deemed to affect definitions established under domestic laws or regulations of contracting parties.

## **ARTICLE III**

### **Relationship with other international agreements**

Nothing in this Convention shall affect the rights and obligations of the contracting parties under relevant international agreements.

「管制非檢疫有害生物」 - 存在於栽植用植物會影響其原定用途，導致無法接受的經濟影響，因而在輸入的締約成員境內被管制的非檢疫性有害生物。

「管制有害生物」 - 一檢疫有害生物或被管制的非檢疫有害生物。

「秘書」 - 依據本公約第十二條任命的委員會秘書。

「技術合理的」 - 基於利用適當的有害生物風險分析，或酌情時，基於現有科學資訊之另一可以比較檢驗與評價所得結論為正當者。

2. 本條文所述限適用於本公約的定義，不應被認為可影響締約成員國內法律或規定中所定之定義。

### 第三條

## 與其他國際協定之關係

本公約應不影響締約成員在相關國際協定中之權利與義務。

## **ARTICLE IV**

### **General provisions relating to the organizational arrangements for national plant protection**

1. Each contracting party shall make provision, to the best of its ability, for an official national plant protection organization with the main responsibilities set out in this Article.
2. The responsibilities of an official national plant protection organization shall include the following:
  - a) the issuance of certificates relating to the phytosanitary regulations of the importing contracting party for consignments of plants, plant products and other regulated articles;
  - b) the surveillance of growing plants, including both areas under cultivation (inter alia fields, plantations, nurseries, gardens, greenhouses and laboratories) and wild flora, and of plants and plant products in storage or in transportation, particularly with the object of reporting the occurrence, outbreak and spread of pests, and of controlling those pests, including the reporting referred to under Article VIII paragraph 1(a);
  - c) the inspection of consignments of plants and plant products moving in international traffic and, where appropriate, the inspection of other regulated articles, particularly with the object of preventing the introduction and/or spread of pests;

## 第四條

### 關於國家植物保護機關配置之一般規定

1. 各締約成員應盡其所能準備一官方的國家植物保護機關以主司本條指定的主要責任。
2. 國家植物保護機關之職責應涵蓋下列事項：
  - a) 核發與輸入締約成員植物檢疫規定有關的植物、植物產品及其他管制物品等貨物之證明書。
  - b) 監視生長中之植物，包括栽培地區（特別是田野、農場、苗圃、園圃、溫室及實驗室）與野生植物區，及監視貯藏或運輸中之植物與植物產品，特別是為報告植物有害生物之發生、爆發、傳播及其防治，包括第八條第1項第(a)款所指之報告。
  - c) 檢查國際運輸中之植物與植物產品等貨物，且適當時，檢查其他管制物品，特別是為防範有害生物之傳入及 / 或傳播。

- d) the disinfection or disinfection of consignments of plants, plant products and other regulated articles moving in international traffic, to meet phytosanitary requirements;
  - e) the protection of endangered areas and the designation, maintenance and surveillance of pest free areas and areas of low pest prevalence;
  - f) the conduct of pest risk analyses;
  - g) to ensure through appropriate procedures that the phytosanitary security of consignments after certification regarding composition, substitution and reinfestation is maintained prior to export; and
  - h) training and development of staff.
3. Each contracting party shall make provision, to the best of its ability, for the following:
- a) the distribution of information within the territory of the contracting party regarding regulated pests and the means of their prevention and control;
  - b) research and investigation in the field of plant protection;
  - c) the issuance of phytosanitary regulations; and
  - d) the performance of such other functions as may be required for the implementation of this Convention.

- d) 對國際運輸中植物、植物產品及其他管制物品等商品，實施除蟲或滅菌，以符合植物檢疫要求。
  - e) 保護受威脅地區，並對非疫區及低流行疫區予以指定、維持及監視。
  - f) 進行有害生物風險分析。
  - g) 經由適當程序保證貨物在發證後有關其組成、代換及再受害方面，於輸出應維持其之植物檢疫安全性。
  - h) 訓練及培育防疫檢疫人員。
3. 各締約成員應盡其所能為準備下列事項：
- a) 於其境內分發有關管制有害生物及其防範與防治方法之資訊。
  - b) 植物保護範圍內之研究與調查。
  - c) 公布植物防疫檢疫法規。
  - d) 為執行本公約而可能被要求履行的其他功能。

4. Each contracting party shall submit a description of its official national plant protection organization and of changes in such organization to the Secretary. A contracting party shall provide a description of its organizational arrangements for plant protection to another contracting party, upon request.

## **ARTICLE V**

### **Phytosanitary certification**

1. Each contracting party shall make arrangements for phytosanitary certification, with the objective of ensuring that exported plants, plant products and other regulated articles and consignments thereof are in conformity with the certifying statement to be made pursuant to paragraph 2(b) of this Article.
2. Each contracting party shall make arrangements for the issuance of phytosanitary certificates in conformity with the following provisions:
  - a) Inspection and other related activities leading to issuance of phytosanitary certificates shall be carried out only by or under the authority of the official national plant protection organization. The issuance of phytosanitary certificates shall be carried out by public officers who are technically qualified and duly authorized by the official national plant protection organization to act on its behalf and under its control with such knowledge and information available to those officers that the authorities of importing contracting parties may accept the phytosanitary certificates with confidence as dependable documents.

4. 各締約成員應將其官方的國家植物保護機關及該機關更動情形之說明書提交委員會秘書。締約成員應要求時，應提供其植物保護組織配置說明書給另一成員。

## 第五條

### 植物檢疫發證

1. 各締約成員應安排植物檢疫之發證，俾保證其輸出之植物、植物產品與其他管制物品及貨物符合證明所記載且所載係依據本條第二項第(b)款之規定。
2. 各締約成員應安排核發符合下列規定的植物檢疫證明書：
  - a) 為核發植物檢疫證明書所施行的檢查與其他相關活動，應僅由官方的國家植物保護機關或在其授權下行之。植物檢疫證明書之核發，應由技術合格且經官方的國家植物保護機關充分授權之公務員，代表或在其監督下行使其職權。該機關應使該公務員具相關知識與資訊，使輸入締約成員有信心接受此檢疫證明書為可靠的文件。

- b) Phytosanitary certificates, or their electronic equivalent where accepted by the importing contracting party concerned, shall be as worded in the models set out in the Annex to this Convention. These certificates should be completed and issued taking into account relevant international standards.
  - c) Uncertified alterations or erasures shall invalidate the certificates.
3. Each contracting party undertakes not to require consignments of plants or plant products or other regulated articles imported into its territories to be accompanied by phytosanitary certificates inconsistent with the models set out in the Annex to this Convention. Any requirements for additional declarations shall be limited to those technically justified.

## **ARTICLE VI**

### **Regulated pests**

1. Contracting parties may require phytosanitary measures for quarantine pests and regulated non-quarantine pests, provided that such measures are:
- a) no more stringent than measures applied to the same pests, if present within the territory of the importing contracting party; and
  - b) limited to what is necessary to protect plant health and/or safeguard the intended use and can be technically justified by the contracting party concerned.

- b) 植物檢疫證明書或具同等效力的電子文件若被輸入締約成員接受，其措辭須如本公約附件中之範本所示。此等證明書之填寫與核發應考慮相關的國際標準。
  - c) 未經證明的塗改或刪除之檢疫證明無效。
3. 各締約成員對於輸入其境內之植物或植物產品或管制物品，保證不要求檢附與本公約附件中之範本不一致之植物檢疫證明書。任何附記之要求，應以技術上合理者為限。

## 第六條 管制之有害生物

1. 締約成員對檢疫有害生物及管制之非檢疫有害生物可要求檢疫措施，惟此等措施必須：
- a) 對存在於輸入締約成員境內相同的有害生物不採行更為嚴格的措施。
  - b) 以保護植物健康及 / 或保障原定用途之需要為限，且須能被有關的締約成員認為技術上合理者。

2. Contracting parties shall not require phytosanitary measures for non-regulated pests.

## **ARTICLE VII**

### **Requirements in relation to imports**

1. With the aim of preventing the introduction and/or spread of regulated pests into their territories, contracting parties shall have sovereign authority to regulate, in accordance with applicable international agreements, the entry of plants and plant products and other regulated articles and, to this end, may:
  - a) prescribe and adopt phytosanitary measures concerning the importation of plants, plant products and other regulated articles, including, for example, inspection, prohibition on importation, and treatment;
  - b) refuse entry or detain, or require treatment, destruction or removal from the territory of the contracting party, of plants, plant products and other regulated articles or consignments thereof that do not comply with the phytosanitary measures prescribed or adopted under subparagraph (a);
  - c) prohibit or restrict the movement of regulated pests into their territories;
  - d) prohibit or restrict the movement of biological control agents and other organisms of phytosanitary concern claimed to be beneficial into their territories.

2. 締約成員對非列管有害生物不得要求檢疫措施。

## 第七條 輸入規定

1. 為防範管制有害生物傳入及 / 或在其境內傳播，締約成員遵照適用的國際協定，應有主權管制植物、植物產品及其他管制物品之輸入，且為此目的，得採取下列措施：
  - a) 規定及採取有關植物、植物產品及其他管制物品之植物檢疫措施，包括如檢驗、禁止輸入檢疫處理。
  - b) 凡不符合上述第(a)款所規定或採取的植物檢疫措施之植物、植物產品及其他管制物品或商品，拒絕其入境或扣留，或要求檢疫處理、銷毀或移出締約成員境內。
  - c) 禁止或限制管制有害生物移動進入其境內。
  - d) 禁止或限制生物防治物及其他經聲稱有益而為植物檢疫關切的生物體移動進入其境內。

2. In order to minimize interference with international trade, each contracting party, in exercising its authority under paragraph 1 of this Article, undertakes to act in conformity with the following:
  - a) Contracting parties shall not, under their phytosanitary legislation, take any of the measures specified in paragraph 1 of this Article unless such measures are made necessary by phytosanitary considerations and are technically justified.
  - b) Contracting parties shall, immediately upon their adoption, publish and transmit phytosanitary requirements, restrictions and prohibitions to any contracting party or parties that they believe may be directly affected by such measures.
  - c) Contracting parties shall, on request, make available to any contracting party the rationale for phytosanitary requirements, restrictions and prohibitions.
  - d) If a contracting party requires consignments of particular plants or plant products to be imported only through specified points of entry, such points shall be so selected as not to unnecessarily impede international trade. The contracting party shall publish a list of such points of entry and communicate it to the Secretary, any regional plant protection organization of which the contracting party is a member, all contracting parties which the contracting party believes to be directly affected, and other contracting parties upon request. Such restrictions on points of entry shall not be made unless the plants, plant products or other regulated articles concerned are required to be accompanied by phytosanitary certificates or to be submitted to inspection or treatment.

2. 為使對國際貿易之障礙減至最低，各締約成員於行使本條第一項之權限時，保證符合下列各款：
- a) 締約成員不應在其植物檢疫法規下採取行本條第一項所規定之任一措施，除非這樣的措施係基於植物檢疫上之必要考量，且係技術上合理的。
  - b) 締約成員於採行植物檢疫條件、限制及禁止等規定時，應立即公告並傳達給確信會直接受該等措施影響的任一或某些締約成員。
  - c) 締約成員被要求時，應將其所定植物檢疫條件、限制及禁止的理由提供給任一締約成員。
  - d) 若一締約成員要求屬特定植物或植物產品之貨物僅能經由指定入境地點輸入時，該地點之選擇應以對國際貿易不致造成不必要的障礙為原則。該締約成員應公告列出此等入境地點，並通知委員會秘書、其所隸屬區域性植物保護組織、其他所有得確信會直接受影響之締約成員及要求取得上項公告的其他締約成員。此項入境地點之限制應僅限須檢附植物檢疫證明書，或須送交檢驗或處理之植物、植物產品或其他管制物品。

- e) Any inspection or other phytosanitary procedure required by the plant protection organization of a contracting party for a consignment of plants, plant products or other regulated articles offered for importation, shall take place as promptly as possible with due regard to their perishability.
- f) Importing contracting parties shall, as soon as possible, inform the exporting contracting party concerned or, where appropriate, the re-exporting contracting party concerned, of significant instances of non-compliance with phytosanitary certification. The exporting contracting party or, where appropriate, the re-exporting contracting party concerned, should investigate and, on request, report the result of its investigation to the importing contracting party concerned.
- g) Contracting parties shall institute only phytosanitary measures that are technically justified, consistent with the pest risk involved and represent the least restrictive measures available, and result in the minimum impediment to the international movement of people, commodities and conveyances.
- h) Contracting parties shall, as conditions change, and as new facts become available, ensure that phytosanitary measures are promptly modified or removed if found to be unnecessary.
- i) Contracting parties shall, to the best of their ability, establish and update lists of regulated pests, using scientific names, and make such lists available to the Secretary, to regional plant protection organizations of which they are members and, on request, to other contracting parties.

- e) 締約成員之植物保護機關對於輸入之植物、植物產品或其他管制物品，實施檢驗或其他檢疫程序時，應考慮到其易腐性，力求迅速。
- f) 輸入締約成員若發現有重大不符合其檢疫證明案例時，應儘速通知攸關的輸出締約成員，或適當時，攸關的再輸出締約成員。這些攸關的締約成員應加以調查並應要求向輸入締約成員報告其調查結果。
- g) 締約成員應僅制定技術上合理的，並與所涉有害生物風險相符的，且係現有限制最少的植物檢疫措施，俾對國際間往來的民眾、商品及運輸工具造成最小的妨礙。
- h) 締約成員於情況改變及得到新的事實時，應保證立即修改或取消非必要的植物檢疫措施。
- i) 締約成員應盡其所能使用學名建立及更新管制有害生物清單，並送給委員會秘書、其所隸屬的區域性植物保護組織，及應要求時給其他締約成員。

- j) Contracting parties shall, to the best of their ability, conduct surveillance for pests and develop and maintain adequate information on pest status in order to support categorization of pests, and for the development of appropriate phytosanitary measures. This information shall be made available to contracting parties, on request.
3. A contracting party may apply measures specified in this Article to pests which may not be capable of establishment in its territories but, if they gained entry, cause economic damage. Measures taken against these pests must be technically justified.
4. Contracting parties may apply measures specified in this Article to consignments in transit through their territories only where such measures are technically justified and necessary to prevent the introduction and/or spread of pests.
5. Nothing in this Article shall prevent importing contracting parties from making special provision, subject to adequate safeguards, for the importation, for the purpose of scientific research, education, or other specific use, of plants and plant products and other regulated articles, and of plant pests.
6. Nothing in this Article shall prevent any contracting party from taking appropriate emergency action on the detection of a pest posing a potential threat to its territories or the report of such a detection. Any such action shall be evaluated as soon as possible to ensure that its continuance is justified. The action taken shall be immediately reported to contracting parties concerned, the Secretary, and any regional plant protection organization of which the contracting party is a member.

- j) 締約成員應盡其所能對有害生物進行監視，並發展及維持有害生物疫情之充分資訊，俾支持有害生物之歸類及發展適當的植物檢疫措施。此項資訊應要求時須提供締約成員。
3. 任一締約成員對那些也許不能在其境內立足，但若入境則可能引起經濟損害的有害生物，得採取本條所指明之措施。對這些有害生物所採措施須為技術上合理的。
  4. 締約成員得對過境轉運之貨物採取本條所指明之措施，惟該等措施須僅限於技術上合理者，且為防範有害生物傳入及 / 或傳播所需。
  5. 本條將不阻礙輸入締約成員在有適當的防衛下制定特殊規定，以便輸入供科學研究、教育或其他特殊用途之植物、植物產品與其他管制物品以及植物有害生物。
  6. 本條將不阻礙任一締約成員在偵測到某一有害生物對其領土具有潛在威脅或接到此一偵測報告時，採取適當的緊急行動。任何此種行動應儘速評估以保證持續的行動係合理的。該行動應立即通報給攸關的締約成員、委員會秘書及其所隸屬的區域性植物保護組織。

## **ARTICLE VIII**

### **International cooperation**

1. The contracting parties shall cooperate with one another to the fullest practicable extent in achieving the aims of this Convention, and shall in particular:
  - a) cooperate in the exchange of information on plant pests, particularly the reporting of the occurrence, outbreak or spread of pests that may be of immediate or potential danger, in accordance with such procedures as may be established by the Commission;
  - b) participate, in so far as is practicable, in any special campaigns for combatting pests that may seriously threaten crop production and need international action to meet the emergencies; and
  - c) cooperate, to the extent practicable, in providing technical and biological information necessary for pest risk analysis.
2. Each contracting party shall designate a contact point for the exchange of information connected with the implementation of this Convention.

## **ARTICLE IX**

### **Regional plant protection organizations**

1. The contracting parties undertake to cooperate with one another in establishing regional plant protection organizations in appropriate areas.

## 第八條

### 國際合作

1. 全體締約成員應竭盡實際所能互相合作，以達成本公約之目標，尤其是下列之合作：
  - a) 依據可由委員會訂定之程序，合作交換植物有害生物資訊，尤其是通報可能有立即或潛在危險之有害生物之發生、爆發或傳播。
  - b) 對於可能嚴重威脅作物生產之有害生物，且需要國際行動以應付緊急情勢時，應盡實際可能參與該項特殊防治行動。
  - c) 應盡實際可能提供有害生物風險分析所需之技術與生物學的資訊。
2. 每一締約成員應指定一個聯繫單位，負責交換與本公約之執行有關的資訊。

## 第九條

### 區域性植物保護組織

1. 締約成員保證彼此合作，於適當地區設立區域性植物保護組織。

2. The regional plant protection organizations shall function as the coordinating bodies in the areas covered, shall participate in various activities to achieve the objectives of this Convention and, where appropriate, shall gather and disseminate information.
3. The regional plant protection organizations shall cooperate with the Secretary in achieving the objectives of the Convention and, where appropriate, cooperate with the Secretary and the Commission in developing international standards.
4. The Secretary will convene regular Technical Consultations of representatives of regional plant protection organizations to:
  - a) promote the development and use of relevant international standards for phytosanitary measures; and
  - b) encourage inter-regional cooperation in promoting harmonized phytosanitary measures for controlling pests and in preventing their spread and/or introduction.

## **ARTICLE X**

### **Standards**

1. The contracting parties agree to cooperate in the development of international standards in accordance with the procedures adopted by the Commission.
2. International standards shall be adopted by the Commission.
3. Regional standards should be consistent with the principles of this Convention; such standards may be deposited with the Commission for consideration as candidates for international standards for phytosanitary measures if more broadly applicable.

2. 區域性植物保護組織應於轄區內負起協調之責，並參加各種活動以達成本公約之目標，且於適當情況下蒐集及傳達資訊。
3. 區域性植物保護組織應與委員會秘書合作以達成本公約之目標，在適當情況下應與該秘書及委員會合作發展國際標準。
4. 委員會秘書應定期召開由各區域性植物保護組織代表參與的技術諮詢會議以：
  - a) 促進相關國際植物防疫檢疫措施標準之研訂與使用；及
  - b) 鼓勵區域間合作以推動調和的植物防疫檢疫措施，以防治有害生物並防範其傳播及 / 或傳入。

## 第十條 標準

1. 全體締約成員同意遵照委員會所正式通過的程序，合作研訂國際標準。
2. 國際標準必須為委員會正式通過。
3. 區域性標準應與本公約原則相符，該等標準若可更廣泛適用，得遞交委員會考慮作為國際植物防疫檢疫措施標準之候選條文。

4. Contracting parties should take into account, as appropriate, international standards when undertaking activities related to this Convention..

## **ARTICLE XI**

### **Commission on Phytosanitary Measures**

1. Contracting parties agree to establish the Commission on Phytosanitary Measures within the framework of the Food and Agriculture Organization of the United Nations (FAO).
2. The functions of the Commission shall be to promote the full implementation of the objectives of the Convention and, in particular, to:
  - a) review the state of plant protection in the world and the need for action to control the international spread of pests and their introduction into endangered areas;
  - b) establish and keep under review the necessary institutional arrangements and procedures for the development and adoption of international standards, and to adopt international standards;
  - c) establish rules and procedures for the resolution of disputes in accordance with Article XIII;
  - d) establish such subsidiary bodies of the Commission as may be necessary for the proper implementation of its functions;
  - e) adopt guidelines regarding the recognition of regional plant protection organizations;

4. 締約成員從事與本公約相關之活動時，若適當，應將國際標準納入考量。

## 第十一條

### 植物防疫檢疫措施委員會

1. 締約成員同意於聯合國糧農組織（FAO）架構內成立植物防疫檢疫措施委員會。
2. 委員會之功能在促進本公約目標之充分執行，尤其下列事項：
  - a) 檢討世界植物保護狀況及控制有害生物在國際間傳播與傳入受威脅地區之行動的需要性。
  - b) 建立及檢討用以發展與採納國際標準之必要制度的設置及程序，並用以採納國際標準。
  - c) 依據第十三條規定訂定爭端解決規則與程序。
  - d) 設立委員會的附屬單位，以於必要時適當地執行其功能。
  - e) 採納有關區域性植物保護組織之認可準則。

- f) establish cooperation with other relevant international organizations on matters covered by this Convention;
  - g) adopt such recommendations for the implementation of the Convention as necessary; and
  - h) perform such other functions as may be necessary to the fulfilment of the objectives of this Convention.
3. Membership in the Commission shall be open to all contracting parties.
  4. Each contracting party may be represented at sessions of the Commission by a single delegate who may be accompanied by an alternate, and by experts and advisers. Alternates, experts and advisers may take part in the proceedings of the Commission but may not vote, except in the case of an alternate who is duly authorized to substitute for the delegate.
  5. The contracting parties shall make every effort to reach agreement on all matters by consensus. If all efforts to reach consensus have been exhausted and no agreement is reached, the decision shall, as a last resort, be taken by a two-thirds majority of the contracting parties present and voting.
  6. A member organization of FAO that is a contracting party and the member states of that member organization that are contracting parties shall exercise their membership rights and fulfil their membership obligations in accordance, *mutatis mutandis*, with the Constitution and General Rules of FAO.

- f) 與其他相關的國際組織就本公約所涵蓋事項建立合作關係。
  - g) 必要時採納對本公約執行之建議；及
  - h) 若有必要得執行為達成本公約目標之其他功能。
3. 委員會之成員資格將開放給所有締約成員。
  4. 各締約成員得派一名代表出席委員會之例行會議，並得派一名代理人或若干專家及顧問列席。代理人、專家及顧問得參與委員會之議事，惟不得投票，除非某一代理人被充分授權替代該會議代表。
  5. 全體締約成員應盡力對所有事項經由共識達成協議。若所有達成共識的努力均已用罄而仍未達成協議，則將訴諸最後手段，以出席投票締約成員三分之二的多數為決定。
  6. 屬本公約締約成員之FAO會員機構與屬該會員機構會員國之本締約成員，應確實遵照FAO憲章及其通則，行使其會員權利及履行其會員義務。

7. The Commission may adopt and amend, as required, its own Rules of Procedure, which shall not be inconsistent with this Convention or with the Constitution of FAO.
8. The Chairperson of the Commission shall convene an annual regular session of the Commission.
9. Special sessions of the Commission shall be convened by the Chairperson of the Commission at the request of at least one-third of its members.
10. The Commission shall elect its Chairperson and no more than two Vice-Chairpersons, each of whom shall serve for a term of two years.

## **ARTICLE XII**

### **Secretariat**

1. The Secretary of the Commission shall be appointed by the Director-General of FAO.
2. The Secretary shall be assisted by such secretariat staff as may be required.
3. The Secretary shall be responsible for implementing the policies and activities of the Commission and carrying out such other functions as may be assigned to the Secretary by this Convention and shall report thereon to the Commission.
4. The Secretary shall disseminate:
  - a) international standards to all contracting parties within sixty days of adoption;

7. 必要時，委員會得採納及修正自身的程序規則，但不得與本公約或 FAO 憲章不一致。
8. 委員會主席應每年召開一次委員會例行會議。
9. 在三分之一以上會員要求下，委員會主席應召開委員會之特別會議。
10. 委員會應選舉主席及至多兩名副主席，任期均為兩年一任。

## 第十二條

### 秘書處

1. 委員會秘書由 FAO 秘書長任命。
2. 秘書於需要時應由秘書處幕僚協助。
3. 秘書負責執行委員會之政策與活動，及執行委員會交辦的其他任務，並應隨即向委員會報告。
4. 秘書應分發下列資訊：
  - a) 於國際標準被採納的六十天內，將其分發給所有締約成員。

- b) to all contracting parties, lists of points of entry under Article VII paragraph 2(d) communicated by contracting parties;
  - c) lists of regulated pests whose entry is prohibited or referred to in Article VII paragraph 2(i) to all contracting parties and regional plant protection organizations;
  - d) information received from contracting parties on phytosanitary requirements, restrictions and prohibitions referred to in Article VII paragraph 2(b), and descriptions of official national plant protection organizations referred to in Article IV paragraph 4.
5. The Secretary shall provide translations in the official languages of FAO of documentation for meetings of the Commission and international standards.
6. The Secretary shall cooperate with regional plant protection organizations in achieving the aims of the Convention.

## **ARTICLE XIII**

### **Settlement of disputes**

1. If there is any dispute regarding the interpretation or application of this Convention, or if a contracting party considers that any action by another contracting party is in conflict with the obligations of the latter under Articles V and VII of this Convention, especially regarding the basis of prohibiting or restricting the imports of plants, plant products or other regulated articles coming from its territories, the contracting parties concerned shall consult among themselves as soon as possible with a view to resolving the dispute.

- b) 將締約成員依據第七條第二項第(d)款規定所傳達的入境地點名單分發給所有締約成員。
  - c) 將禁止輸入或依據第七條第二項第(i)款所訂的管制有害生物清單分發給所有締約成員與區域性植物保護組織。
  - d) 將依第七條第二項第(b)款所訂之植物檢疫條件、限制與禁止規定及依第四條第四項所提交的官方的國家植物保護機關說明書分發締約成員。
5. 秘書應提供委員會會議文件與國際標準的FAO官方語言譯本。
6. 秘書應與區域性植物保護組織合作達成本公約目標。

### 第十三條 爭端之解決

1. 若有對本公約之解釋或適用的任何爭端，或某一締約成員對於另一締約成員之任何行動，認為後者有違反本公約第五條及第七條所規定之義務，尤其是有關其境內之植物、植物產品或其他管制物品被禁止或限制輸入之依據時，則相關之締約成員間應儘速相互諮商以期解決該爭端。

2. If the dispute cannot be resolved by the means referred to in parasider the question in dispute, in accordance with rules and procedures that may be established by the Commission.
3. This Committee shall include representatives designated by each contracting party concerned. The Committee shall consider the question in dispute, taking into account all documents and other forms of evidence submitted by the contracting parties concerned. The Committee shall prepare a report on the technical aspects of the dispute for the purpose of seeking its resolution. The preparation of the report and its approval shall be according to rules and procedures established by the Commission, and it shall be transmitted by the Director-General to the contracting parties concerned. The report may also be submitted, upon its request, to the competent body of the international organization responsible for resolving trade disputes.
4. The contracting parties agree that the recommendations of such a committee, while not binding in character, will become the basis for renewed consideration by the contracting parties concerned of the matter out of which the disagreement arose.
5. The contracting parties concerned shall share the expenses of the experts.
6. The provisions of this Article shall be complementary to and not in derogation of the dispute settlement procedures provided for in other international agreements dealing with trade matters.

2. 若無法以前項方式解決爭端時，其中的締約成員或有關成員得請求FAO秘書長，依據可由委員會訂定的規則和程序，任命一專家委員會來考量此一爭端。
3. 該專家委員會應包括每一相關締約成員所指派的代表。該專家委員會對該爭端問題，應就相關締約成員所提出之所有文件及其他證據加以審議。該專家委員會應就爭端之技術層面提出一份報告書俾謀求其解決。本報告之準備與核可應依照本公約委員會所訂之規則或程序辦理，並由秘書長傳達給相關締約成員。本報告應要求時得傳達給負責解決貿易爭端的國際機構之主管單位。
4. 締約成員同意該專家委員會之建議雖無約束力，但將成為相關締約成員對引發爭端之案件據以重新考慮之基礎。
5. 相關之締約成員必須分擔專家的費用。
6. 本條之規定與其他貿易有關的國際協定中之爭端解決程序應為互補而非減損。

## **ARTICLE XIV**

### **Substitution of prior agreements**

This Convention shall terminate and replace, between contracting parties, the International Convention respecting measures to be taken against the *Phylloxera vastatrix* of 3 November 1881, the additional Convention signed at Berne on 15 April 1889 and the International Convention for the Protection of Plants signed at Rome on 16 April 1929.

## **ARTICLE XV**

### **Territorial application**

1. Any contracting party may at the time of ratification or adherence or at any time thereafter communicate to the Director-General of FAO a declaration that this Convention shall extend to all or any of the territories for the international relations of which it is responsible, and this Convention shall be applicable to all territories specified in the declaration as from the thirtieth day after the receipt of the declaration by the Director-General.
2. Any contracting party which has communicated to the Director-General of FAO a declaration in accordance with paragraph 1 of this Article may at any time communicate a further declaration modifying the scope of any former declaration or terminating the application of the provisions of the present Convention in respect of any territory. Such modification or termination shall take effect as from the thirtieth day after the receipt of the declaration by the Director-General.

## 第十四條

### 既有協約之取代

締約成員間於一八八一年十一月三日針對葡萄根瘤蚜防治應採措施所簽署之國際公約，一八八九年四月十日於伯恩簽署之補充公約，及一九二九年四月十六日於羅馬簽署的國際植物保護公約，均應予終止，並由本公約取代。

## 第十五條

### 適用領域

1. 任何締約成員於其批准或加入本公約時，或於其後之任何時日，均可傳達FAO秘書長一份聲明，告知本公約應適用於由其負責國際關係之全部或任一部分領土。自秘書長收到該聲明後第三十日起，本公約即適用於該聲明內所指定之所有領土。
2. 任何締約成員依本條第一項之規定將聲明傳達FAO秘書長後，得隨時再傳達另一份聲明，變更任何以前聲明之適用範圍，或終止本公約之規定對於任何領土之適用。此等變更或終止，於秘書長收到聲明後第三十日起生效。

3. The Director-General of FAO shall inform all contracting parties of any declaration received under this Article.

## **ARTICLE XVI**

### **Supplementary agreements**

1. The contracting parties may, for the purpose of meeting special problems of plant protection which need particular attention or action, enter into supplementary agreements. Such agreements may be applicable to specific regions, to specific pests, to specific plants and plant products, to specific methods of international transportation of plants and plant products, or otherwise supplement the provisions of this Convention.
2. Any such supplementary agreements shall come into force for each contracting party concerned after acceptance in accordance with the provisions of the supplementary agreements concerned.
3. Supplementary agreements shall promote the intent of this Convention and shall conform to the principles and provisions of this Convention, as well as to the principles of transparency, non-discrimination and the avoidance of disguised restrictions, particularly on international trade.

3. FAO秘書長接到本條規定的任何聲明後，應通告所有締約成員。

## 第十六條 補充協定

1. 締約成員為應須特別關注或行動之特殊植物保護問題之需要，得訂定補充協定。此等補充協定得適用於特定地區、特定有害生物、特定植物與植物產品，及國際運輸植物與植物產品之特定方法，或以其他方式補充本公約之規定。
2. 任何此等補充協定，在各締約成員依該補充協定之規定接受後，應即生效。
3. 補充協定促進本公約之意旨，並應符合本公約之原則及規定，且特別在國際貿易方面應符合透明化、不歧視及避免隱藏性限制之原則。

## **ARTICLE XVII**

### **Ratification and adherence**

1. This Convention shall be open for signature by all states until 1 May 1952 and shall be ratified at the earliest possible date. The instruments of ratification shall be deposited with the Director-General of FAO, who shall give notice of the date of deposit to each of the signatory states.
2. As soon as this Convention has come into force in accordance with Article XXII it shall be open for adherence by non-signatory states and member organizations of FAO. Adherence shall be effected by the deposit of an instrument of adherence with the Director-General of FAO, who shall notify all contracting parties.
3. When a member organization of FAO becomes a contracting party to this Convention, the member organization shall, in accordance with the provisions of Article II paragraph 7 of the FAO Constitution, as appropriate, notify at the time of its adherence such modifications or clarifications to its declaration of competence submitted under Article II paragraph 5 of the FAO Constitution as may be necessary in light of its acceptance of this Convention. Any contracting party to this Convention may, at any time, request a member organization of FAO that is a contracting party to this Convention to provide information as to which, as between the member organization and its member states, is responsible for the implementation of any particular matter covered by this Convention. The member organization shall provide this information within a reasonable time.

## 第十七條

### 批准與加入

1. 本公約應至一九五二年五月一日為止，開放給所有國家簽署，並應儘可能早日批准。批准書應交由FAO秘書長存檔，秘書長應將存檔日期通知每一簽署國。
2. 本公約一旦依據第二十二條生效後，應即開放給非簽署國與FAO之會員機構申請加入。其加入書經FAO秘書長存檔時，加入就生效，秘書長應通知所有締約成員。
3. 當某一FAO會員機構成為本公約之締約成員時，若適當，該會員機構依FAO憲章第二條第七項規定，應於其加入時，通知其依照FAO憲章第二條第五項規定所提交的權限聲明之修正或澄清事項，此項通知依其對本公約的接受得視為是必須的。任一本公約締約成員，得隨時要求屬本公約締約成員的FAO會員機構，提供此會員機構與其會員國間，何者為負責執行任何本公約涵蓋的特殊事項之資訊。該會員機構應於合理的時限內提供此項資訊。

## **ARTICLE XVIII**

### **Non-contracting parties**

The contracting parties shall encourage any state or member organization of FAO, not a party to this Convention, to accept this Convention, and shall encourage any non-contracting party to apply phytosanitary measures consistent with the provisions of this Convention and any international standards adopted hereunder.

## **ARTICLE XIX**

### **Languages**

1. The authentic languages of this Convention shall be all official languages of FAO.
2. Nothing in this Convention shall be construed as requiring contracting parties to provide and to publish documents or to provide copies of them other than in the language(s) of the contracting party, except as stated in paragraph 3 below.
3. The following documents shall be in at least one of the official languages of FAO:
  - a) information provided according to Article IV paragraph 4;
  - b) cover notes giving bibliographical data on documents transmitted according to Article VII paragraph 2(b);
  - c) information provided according to Article VII paragraph 2 (b), (d), (i) and (j);
  - d) notes giving bibliographical data and a short summary of relevant documents on information provided according to Article VIII paragraph 1(a);

## 第十八條 非締約成員

締約成員應鼓勵非屬本公約成員之任何政府或 FAO 會員機構接受本公約，並應鼓勵任何非締約成員，使用與本公約所規定及任何在本公約下所採行的國際標準一致的植物防疫檢疫措施。

## 第十九條 語言

1. 所有 FAO 之官方語言皆為本公約認證的語言。
2. 本公約內容不得據以解釋為可要求締約成員提供及發表不同於該締約成員語言之文件或提供其影本，惟有下述第三項之情況除外。
3. 下述文件至少須有 FAO 官方語言其中之一者：
  - a) 依照第四條第四項規定所提供之資訊。
  - b) 依照第七條第二項第(b)款規定所傳達文件之書目資料的封面註解。
  - c) 依照第七條第二項第(b)、(d)、(i)及第(j)款規定所提供的資訊。
  - d) 依照第八條第一項第(a)款規定所提供資訊之相關文件之書目資料註解及其簡短摘要。

- e) requests for information from contact points as well as replies to such requests, but not including any attached documents;
- f) any document made available by contracting parties for meetings of the Commission.

## **ARTICLE XX**

### **Technical assistance**

The contracting parties agree to promote the provision of technical assistance to contracting parties, especially those that are developing contracting parties, either bilaterally or through the appropriate international organizations, with the objective of facilitating the implementation of this Convention.

## **ARTICLE XXI**

### **Amendment**

1. Any proposal by a contracting party for the amendment of this Convention shall be communicated to the Director-General of FAO.
2. Any proposed amendment of this Convention received by the Director-General of FAO from a contracting party shall be presented to a regular or special session of the Commission for approval and, if the amendment involves important technical changes or imposes additional obligations on the contracting parties, it shall be considered by an advisory committee of specialists convened by FAO prior to the Commission.

- e) 向聯繫單位要求的資訊及其回復內容，但不包括任何附屬文件。
- f) 締約成員提供委員會會議的任何文件。

## **第二十條 技術協助**

締約成員同意經由雙邊或適當的國際組織，增進提供締約成員技術協助之規定，尤其是對開發中的締約成員，俾達促進本公約之執行的目標。

## **第二十一條 修正**

1. 締約成員對修正本公約之任何提案，應傳達給FAO秘書長。
2. FAO秘書長接到締約成員對本公約之任何修正提案時，應提交委員會之例行會議或特別會議批准。若該修正案涉及重要技術變更，或對締約成員賦予新增義務時，應在提委員會議前，先經FAO召集之專家諮詢委員會審議。

3. Notice of any proposed amendment of this Convention, other than amendments to the Annex, shall be transmitted to the contracting parties by the Director-General of FAO not later than the time when the agenda of the session of the Commission at which the matter is to be considered is dispatched.
4. Any such proposed amendment of this Convention shall require the approval of the Commission and shall come into force as from the thirtieth day after acceptance by two-thirds of the contracting parties. For the purpose of this Article, an instrument deposited by a member organization of FAO shall not be counted as additional to those deposited by member states of such an organization.
5. Amendments involving new obligations for contracting parties, however, shall come into force in respect of each contracting party only on acceptance by it and as from the thirtieth day after such acceptance. The instruments of acceptance of amendments involving new obligations shall be deposited with the Director-General of FAO, who shall inform all contracting parties of the receipt of acceptance and the entry into force of amendments.
6. Proposals for amendments to the model phytosanitary certificates set out in the Annex to this Convention shall be sent to the Secretary and shall be considered for approval by the Commission. Approved amendments to the model phytosanitary certificates set out in the Annex to this Convention shall become effective ninety days after their notification to the contracting parties by the Secretary.

3. 對本公約之任何修正提案除附件修正案外的通知，應由FAO書長傳達給全體締約成員，但不得遲於要討論此一議題的委員會議議程發出之時。
4. 本公約之任何修正案需經委員會核准，且於經三分之二締約成員接受後第三十日起生效。為本條之目的，某一FAO會員機構所送存的正式文件，不得被視為該機構之成員國所送存的額外文件。
5. 涉及締約成員新義務的修正案，必須經每一締約成員接受，並自接受後第三十日起始生效。涉及新義務修正案之接受書，必須交由FAO秘書長存檔。秘書長應將接受書之收受及修正案之生效事宜通知所有締約成員。
6. 本公約附件中所定之植物檢疫證明書範本之修正提案須送交委員會秘書，且須經委員會考量核准。核准修正的本公約附件中所定之植物檢疫證明書範本，自秘書通知全體締約成員之日起九十日後開始生效。

7. For a period of not more than twelve months from an amendment to the model phytosanitary certificates set out in the Annex to this Convention becoming effective, the previous version of the phytosanitary certificates shall also be legally valid for the purpose of this Convention.

## **ARTICLE XXII**

### **Entry into force**

As soon as this Convention has been ratified by three signatory states it shall come into force among them. It shall come into force for each state or member organization of FAO ratifying or adhering thereafter from the date of deposit of its instrument of ratification or adherence.

## **ARTICLE XXIII**

### **Denunciation**

1. Any contracting party may at any time give notice of denunciation of this Convention by notification addressed to the Director-General of FAO. The Director-General shall at once inform all contracting parties.
2. Denunciation shall take effect one year from the date of receipt of the notification by the Director-General of FAO.

7. 自本公約附件中所定之植物檢疫證明書範本之修正版生效之日起十二個月內，此植物檢疫證明書舊版本，就本公約之目的而論，於法律上仍將有效。

## 第二十二條 生效日期

本公約一俟三個簽署國批准，即於該等國家間生效。此後批准或加入之各國或FAO會員機構，自其批准書或加入書送存之日起生效。

## 第二十三條 終止締約

1. 任何締約成員可隨時通知FAO秘書長聲明終止本公約。秘書長應立即通知所有締約成員。
2. 終止締約應於FAO秘書長收到通知之日起一年後生效。

## ANNEX

### Model Phytosanitary Certificate

No. \_\_\_\_\_  
Plant Protection Organization of \_\_\_\_\_  
TO: Plant Protection Organization(s) of \_\_\_\_\_

#### I. Description of Consignment

Name and address of exporter: \_\_\_\_\_  
Declared name and address of consignee: \_\_\_\_\_  
Number and description of packages: \_\_\_\_\_  
Distinguishing marks: \_\_\_\_\_  
Place of origin: \_\_\_\_\_  
Declared means of conveyance: \_\_\_\_\_  
Declared point of entry: \_\_\_\_\_  
Name of produce and quantity declared: \_\_\_\_\_  
Botanical name of plants: \_\_\_\_\_

This is to certify that the plants, plant products or other regulated articles described herein have been inspected and/or tested according to appropriate official procedures and are considered to be free from the quarantine pests specified by the importing contracting party and to conform with the current phytosanitary requirements of the importing contracting party, including those for regulated non-quarantine pests.

They are deemed to be practically free from other pests.\*

#### II. Additional Declaration

#### III. Disinfestation and/or Disinfection Treatment

Date \_\_\_\_\_ Treatment \_\_\_\_\_ Chemical (active ingredient) \_\_\_\_\_  
Duration and temperature \_\_\_\_\_  
Concentration \_\_\_\_\_  
Additional information \_\_\_\_\_  
\_\_\_\_\_

## 附件

### 植物檢疫證明書範本

編號：\_\_\_\_\_

\_\_\_\_\_ 植物保護機關  
致：\_\_\_\_\_ 植物保護機關

#### I. 貨物說明

輸出者姓名地址：\_\_\_\_\_

受貨者姓名地址：\_\_\_\_\_

包裝編號和說明：\_\_\_\_\_

識別標記：\_\_\_\_\_

原產地：\_\_\_\_\_

申報運輸方式：\_\_\_\_\_

申報入境地點：\_\_\_\_\_

申報品名和數量：\_\_\_\_\_

植物學名稱：\_\_\_\_\_

茲證明上述植物、植物產品或其他管制物品，業依適當的正式手續檢驗及 或測試，並認為不帶有輸入締約成員指定的檢疫有害生物，符合輸入締約成員現行植物檢疫規定，包括對管制非檢疫有害生物之檢疫要求。

上列物品實際上可視為不帶其他有害生物\*。

#### II. 附記

#### III. 除蟲及 / 或滅菌處理

日期：\_\_\_\_\_ 處理方法：\_\_\_\_\_ 化學藥品(有效成分)：\_\_\_\_\_

處理時間及溫度：\_\_\_\_\_

濃度：\_\_\_\_\_

附記資料：\_\_\_\_\_

\_\_\_\_\_

Place of issue \_\_\_\_\_  
(Stamp of Organization) Name of authorized officer \_\_\_\_\_  
Date \_\_\_\_\_  
(Signature)

No financial liability with respect to this certificate shall attach to \_\_\_\_\_  
(name of Plant Protection Organization) or to any of its officers or representatives.\*

\* Optional clause

### Model Phytosanitary Certificate for Re-Export

No. \_\_\_\_\_

Plant Protection Organization of \_\_\_\_\_ (contracting party of re-export)

TO: Plant Protection Organization(s) of \_\_\_\_\_ (contracting party(ies) of import)

#### I. Description of Consignment

Name and address of exporter: \_\_\_\_\_

Declared name and address of consignee: \_\_\_\_\_

Number and description of packages: \_\_\_\_\_

Distinguishing marks: \_\_\_\_\_

Place of origin: \_\_\_\_\_

Declared means of conveyance: \_\_\_\_\_

Declared point of entry: \_\_\_\_\_

Name of produce and quantity declared: \_\_\_\_\_

Botanical name of plants: \_\_\_\_\_

This is to certify that the plants, plant products or other regulated articles described above \_\_\_\_\_ were imported into (contracting party of re-export) \_\_\_\_\_ from \_\_\_\_\_ (contracting party of origin) covered by Phytosanitary Certificate No. \_\_\_\_\_, \*original  certified true copy  of which is attached to this certificate; that they are packed  repacked  in original  \*new  containers, that based on the original phytosanitary certificate  and additional inspection , they are considered to conform with the current phytosanitary requirements of the importing contracting party, and that during storage in \_\_\_\_\_ (contracting party of re-export), the consignment has not been subjected to the risk of infestation or infection.

\* Insert tick in appropriate  boxes

發證地點 \_\_\_\_\_  
 (機關印信) 經授權官員姓名 \_\_\_\_\_  
 日期 \_\_\_\_\_ (簽名)

\_\_\_\_\_ (植物保護機關名稱) 或其官員或代表, 對本證明書  
 不負財政責任\*。

\* 選擇性條文。

### 再輸出植物檢疫證明書範本

編號: \_\_\_\_\_  
 \_\_\_\_\_ (再輸出締約成員) 植物保護機關  
 致: \_\_\_\_\_ (輸入締約成員) 植物保護機關

#### I. 貨物說明

輸出者姓名地址: \_\_\_\_\_  
 受貨者姓名地址: \_\_\_\_\_  
 識別標記: \_\_\_\_\_  
 原產地: \_\_\_\_\_  
 申報運輸方式: \_\_\_\_\_  
 申報入境地點: \_\_\_\_\_  
 申報品名和數量: \_\_\_\_\_  
 植物學名稱: \_\_\_\_\_

茲證明上述植物、植物產品或其他管制物品, 由 \_\_\_\_\_ (原產國) 輸入 \_\_\_\_\_ (再輸出國), 附有植物檢疫證明書第 \_\_\_\_\_ 號, 其正本\* 經證明的副本 隨附於本證明書, 這些物品以原來的 新的 \* 容器 包裝 再包裝, 依據原植物檢疫證明書 及追加檢驗, 被認為符合輸入締約成員現行植物檢疫規定, 且在 \_\_\_\_\_ (再輸出國) 儲存期間, 該批貨物未有罹染病蟲害之風險。

\* 在適當的 方格打 ✓ 號。

## II. Additional Declaration

### III. Disinfestation and/or Disinfection Treatment

Date \_\_\_\_\_ Treatment \_\_\_\_\_ Chemical (active ingredient) \_\_\_\_\_

Duration and temperature \_\_\_\_\_

Concentration \_\_\_\_\_

Additional information \_\_\_\_\_

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(Stamp of Organization)	Place of issue _____
	Name of authorized officer _____
	Date _____ (Signature)

---

No financial liability with respect to this certificate shall attach to \_\_\_\_\_  
(name of Plant Protection Organization) or to any of its officers or representatives.\*\*

\*\* Optional clause

## II. 附記

### III. 除蟲及 / 或滅菌處理

日期 \_\_\_\_\_ 處理方法 \_\_\_\_\_ 化學藥品(有效成分) \_\_\_\_\_

處理時間及溫度 \_\_\_\_\_

濃度 \_\_\_\_\_

附記資料 \_\_\_\_\_

\_\_\_\_\_

(機關印信) 發證地點 \_\_\_\_\_  
經授權官員姓名 \_\_\_\_\_  
日期 \_\_\_\_\_ (簽名)

\_\_\_\_\_ (植物保護機關名稱)或其官員或代表, 對本證明書不負  
財政責任\*\*。

\*\* 選擇性條文。

食品安全檢驗與動植物防疫檢疫措施協定叢書 (二)

## 國際植物保護公約(1997年)

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發行人：李金龍

出版：農委會動植物防疫檢疫局

策劃：葉瑩

主編：許昭元 李婉如

總審定：陳秋男

電話：(02) 2343-2081

傳真：(02) 2397-1791

發行日期：中華民國九十年十二月

發行地址：台北市重慶南路二段 51 號九樓

設計印刷：耘匠設計有限公司

定價：新台幣 80 元

防檢局出版品編號：113-090-05-028

ISBN: 957-01-0068-0

GPN: 1009005506