



## MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN FOOD INSPECTION AGENCY AND THE SECRETARIAT FOR AGRICULTURE AND RURAL DEVELOPMENT OF THE UNITED MEXICAN STATES FOR THE RECOGNITION OF ORGANIC PRODUCTS EQUIVALENCE

The Canadian Food Inspection Agency (CFIA), and the Secretariat for Agriculture and Rural Development (AGRICULTURA) of the United Mexican States (Mexico), hereinafter referred to as "the Participants";

**CONSIDERING** their interest to maintain and strengthen their relationships in the exchange of organic products;

**BEARING IN MIND** that they have carried out assessments that identify similarities and differences in Control Systems and organic regulatory frameworks, respectively;

**RECOGNIZING** that in achieving equivalence for organic products, they focus their efforts to increase confidence among their consumers, strengthen institutional cooperation processes and facilitate bilateral trade;

**CONSIDERING** that AGRICULTURA designates the National Service for Animal and Plant Health, Food Safety and Quality (SENASICA) to implement this Memorandum of Understanding (MOU) on its behalf,

Have reached the following Understanding:

1. The Participants will simultaneously issue the determination of equivalence for organic products by the CFIA and by the SENASICA, in accordance with the provisions of Appendixes I and II to this MOU. These equivalence determinations are separate and unilateral, in which:
  - (i) Pursuant to the *Canadian Food Inspection Agency Act* and the *Safe Food For Canadians Act*, the CFIA has determined that agricultural products of plant origin, including fungi and processed foods of plant origin, and beekeeping products, which are grown or produced in Mexico or whose final processing and packaging occurs within Mexico, are deemed equivalent to those products that have been produced and processed in accordance with Part 13 of *Safe Food for Canadians Regulations* ((SFCR) 2019); and may be sold, labelled and represented in Canada as organic under the conditions set forth in Appendix II.

- (ii) Pursuant to article 47 of the *Regulations of the Organic Products Law*, SENASICA recognizes that the Canadian Control System for organic products is equivalent to the Mexican Control System under the terms of the *Organic Products Law* and its applicable legal provisions, and that organic products from plant or animal origin which are grown or produced in Canada or whose final processing and packaging occurs within Canada, may be sold, labelled and represented in Mexico as organic under the conditions set forth in Appendix I.
2. The Participants will establish a Technical Working Group (TWG) to address any issues concerning the activities carried out under this MOU. The Participants understand that the TWG will:
- (i) consist of technical experts from CFIA and SENASICA;
  - (ii) meet annually, unless they jointly decide otherwise, and will communicate with them on a regular basis at the technical level to ensure that both programs are aware of changes in program criteria, and other relevant operational changes;
  - (iii) foster technical cooperation between the competent authorities and share best practices related to implementing robust oversight controls;
  - (iv) promote best practices in the administration of control systems for organic products;
  - (v) examine the further development and scope of each country's equivalency recognitions; and
  - (vi) review the functioning of this MOU with a view to proposing any changes, as needed by January 30 ,2027.
3. The Participants will resolve any issues concerning the interpretation and application of this MOU through consultations.
4. This MOU is not legally binding.
5. (a) This MOU will take effect on the date of its last signature by the Participants and will remain valid for three (3) years, during which time both Parties will continue to assess the effectiveness of any enforcement actions taken to address issues with non-complaint organic products traded between the two countries. After the initial three (3) years term, the Participants may extend this MOU upon their mutual consent for a term they jointly decide upon.
- (b) The Participants may modify this MOU upon their mutual written consent.
- (c) Either Participant may terminate this MOU by giving a ninety (90) days written notice to the other Participant.

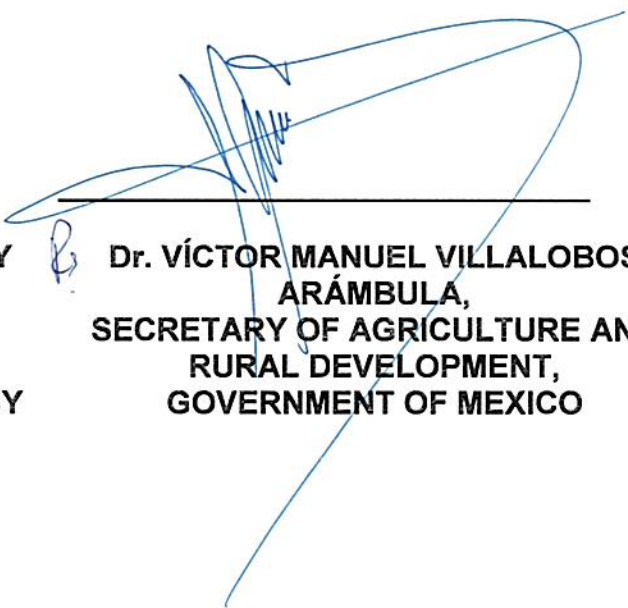
Signed in duplicate in Ottawa, Canada on the 30<sup>th</sup> day of the month of January, 2024, and in Mexico City, Mexico in the English, French and Spanish languages, each version being equally valid.

**FOR THE CANADIAN FOOD INSPECTION  
AGENCY**

**FOR THE SECRETARIAT FOR  
AGRICULTURE AND RURAL  
DEVELOPMENT OF THE UNITED  
MEXICAN STATES**

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**Dr. PARTHIBAN MUTHUKUMARASAMY  
EXECUTIVE DIRECTOR  
INTERNATIONAL PROGRAMS  
DIRECTORATE  
CANADIAN FOOD INSPECTION AGENCY**



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**Dr. VÍCTOR MANUEL VILLALOBOS  
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SECRETARY OF AGRICULTURE AND  
RURAL DEVELOPMENT,  
GOVERNMENT OF MEXICO**