

## MEMORANDUM OF UNDERSTANDING

Between

UNITED NATIONS WORLD FOOD PROGRAMME

AND

FOOD SAFETY INSPECTION BODY OF THE REPUBLIC OF ARMENIA

in respect of

### Operational Cooperation in Capacity Strengthening of Small and Medium Enterprises to Strengthen the Capacity to Achieve Minimum Food Safety Standards

This Memorandum of Understanding (hereinafter the “**MOU**”) is entered into between the Food Safety Inspection Body of the Republic of Armenia (state registration number: 264.184.1069595, location: Republic of Armenia, Yerevan 0051, Komitas Ave., 49/2, hereinafter referred to as the “**FSIB**”), represented by the Head Georgi Raphael Avetisyan, who acts on the basis of the charter of, on the one hand, and the World Food Programme (hereinafter “**WFP**”), an autonomous joint subsidiary programme of the United Nations and the Food and Agriculture Organization of the United Nations, with headquarters in Via Cesare Giulio Viola 68, Parco de’ Medici, Rome, Italy, having its country office in Armenia located at 14 Petros Adamyan St., Yerevan, 0010 Armenia (hereinafter collectively referred to as the “**Parties**” and interchangeably as the “**Party**” in the singular).

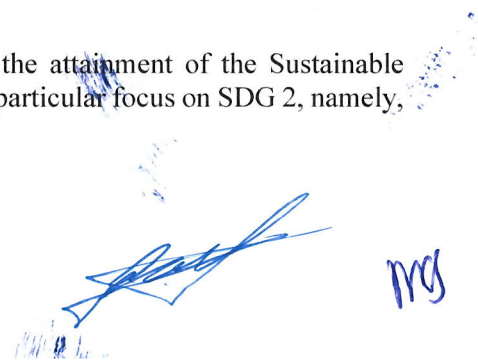
**WHEREAS**, FSIB is an authorized body that performs control and/or provides services in the fields of food and feed safety, veterinary medicine and phytosanitary acting on behalf of the Government of the Republic of Armenia;

**WHEREAS**, WFP, as the United Nations frontline agency in the global fight against hunger, is mandated to provide emergency and development assistance to eradicate hunger and poverty amongst the poorest and most food-insecure countries and populations;

**WHEREAS**, WFP operates in the Republic of Armenia under the framework of a Basic Agreement entered between the Government of the Republic of Armenia and WFP on 9 June 2000 (the “Basic Agreement”) and a Letter of Understanding governing the implementation of the WFP Country Strategic Plan 2019-2024 (the “CSP”) entered into between the Government of the Republic of Armenia, as represented by the Ministry of Foreign Affairs and WFP on 30 April 2020 (the “Letter of Understanding”); and **whereas** this MOU shall be read as complementary to the Letter of Understanding and the Basic Agreement and the provisions of the Basic Agreement and the Letter of Understanding shall apply in their entirety and without exception to this MOU;

**WHEREAS**, the Parties are entering into this MOU fully accepting and agreeing to abide by the provisions of the Convention on the Privileges and Immunities of the United Nations, adopted by the United Nations General Assembly on 13 February 1946, which is applicable to WFP;

**WHEREAS**, as expressed in CSP, WFP is seeking to contribute to the attainment of the Sustainable Development Goals (SDGs) by 2030 in the Republic of Armenia with a particular focus on SDG 2, namely,



achieving zero hunger. WFP is focusing on Armenia's development agenda and national priorities, which include achieving food safety through innovative approaches that support investments in human capital development, improve the health of the population and contribute to creating new drivers of equitable growth. WFP invests in building the resilience of communities so as to manage multiple shocks such as natural, conflict and economic stressors. Through partnerships, WFP aims to establish new synergies and impactful interventions supporting the attainment of zero hunger in Armenia by 2030;

**WHEREAS**, acknowledging the potential of collaboration based on respective capacities already existing in both institutions, FSIB and WFP seek to strengthen their cooperation and formalize this specific partnership in the Republic of Armenia through this MOU, with a view to supporting SMEs in Armenia to strengthen their capacities to meet minimum food safety standards and requirements.

**RECOGNIZING**, that closer cooperation and collaboration between the Parties will further the Parties' mutual interests and objectives;

**NOW, THEREFORE**, for the purpose of fostering joint cooperation, the Parties hereby agree to the following:

## ARTICLE I

### Objective and Scope of the MOU

I.1 The objective of this MOU is to establish a framework for cooperation between the Parties for the achievement of their common goal to ensure that the population across the Republic of Armenia has access to safe and quality food. This is achieved through investing in the knowledge capacity of the SMEs and smallholder farmers, with the cooperation outcome being that smallholder farmers and SMEs along food value chains increase their knowledge of how to ensure that minimum food safety standards are assured in their operation.

- A. This collaboration enhances the impact of actions by the parties through adopting a collaborative approach.
- B. The FSIB booklet to guide SMEs on minimum food safety standards and requirements is a 12-page A5 booklet that was published and developed in 2017 (hereinafter the "**Booklet**").
- C. WFP intends to:
  - Support the FSIB to update the content of the Booklet to:
    - Align to current food safety policies;
    - Consider approaches that enhance the likelihood of behaviour change by the reader to enhance compliance with food safety measures;
    - Ensure understanding from the broader audience with different educational levels through the integration of visual tools.
  - Prepare the design of the updated Booklet for printing, and print copies of the updated Booklet, of which 800 copies will be provided to FSIB.
- D. FSIB intends to:



- Provide the text for the updated Booklet by the end of September 2022;
- Develop an extra section of the Booklet related to the integration of Hazard Analysis Critical Control Point (HACCP) in SMEs operating in the Republic of Armenia.

I.2 With respect to the identified areas of cooperation under this MOU, the Parties shall jointly agree on a strategic and operational plan in the form of the project documents annexed to this MoU, which shall set forth the modus operandi for the collaboration of the Parties. Furthermore, periodic meetings will be convened between the Parties to ensure the effective and efficient implementation of the partnership. The Parties shall agree on a list of attendees from each Party to these meetings. In addition to the periodic meetings, a project-end meeting shall be convened between the Parties to review the results against the plan.

I.3. This MOU and the activities contemplated herein do not involve any transfer of funds from one Party to another.

I.4 The implementation of this MOU shall comply with the respective rules, regulations and procedures of the Parties and any laws applicable to either Party.

## **ARTICLE II**

### **Modalities of Future Cooperation**

II.1 Any additional specific activities other than those detailed as part of this MOU that the Parties agree to undertake pursuant to this MOU will be further established through separate agreements, Special Operational Procedures (SOPs) or similar arrangements formally signed by authorized representatives of each Party. These formal subsidiary arrangements shall regulate activity implementation and address, inter alia, and as applicable, provisions concerning the roles and responsibilities of each Party, the commitment and administration of funds, reporting, monitoring and evaluation.

## **ARTICLE III**

### **Duration, Amendment, and Termination**

III.1 This MOU shall enter into force as of the date of the last signature by the duly authorized representatives of the Parties. The MOU shall be valid until 30<sup>th</sup> November 2022.

III.2 The MOU may be supplemented, amended, or modified by the mutual agreement of the Parties. All such modifications or amendments shall be in writing and signed by authorized representatives of the Parties.

III.3 This MOU may be terminated by either Party by providing thirty (30) days prior written notice to the other Party. In such a case, the Parties will agree, as appropriate, on the steps to ensure that the activities initiated under the MOU are brought to a prompt and orderly conclusion. However, early termination or termination pursuant to Article III.1 of the present MOU shall not affect the implementation and conclusion



of subsequent agreements entered into between the Parties pursuant to Article II.1, or any other agreements containing binding commitments for either Party arising from this MOU in anyway whatsoever.

#### **ARTICLE IV**

##### **Confidentiality**

IV.1 The Parties agree that all non-publicly available material shall be considered confidential, and save for WFP's governance reporting requirements, shall not be disclosed by any Party to any third parties without the other Party's prior written agreement.

#### **ARTICLE V**

##### **Emblems, Names and Logos**

V.1 Neither Party shall use the emblem, name or logo of the other Party, its affiliates, and or authorized agents, or any abbreviation thereof, in publications and documents produced by the Parties, without the express prior written approval of the other Party in each case.

#### **ARTICLE VI**

##### **Privileges and Immunities**

VI.1 Nothing in this MOU shall imply a waiver, express or implied, of any privileges and immunities of WFP.

#### **ARTICLE VII**

##### **Governing Law and Dispute Settlement**

VII.1 This MOU and any dispute arising therefrom shall be governed by internationally accepted general principles of law and by the terms of this MOU, to the exclusion of any choice of law rules that would defer the agreement to the laws of any given jurisdiction.

VII.2 Any dispute between the Parties which cannot be settled by negotiation shall be submitted to arbitration at the request of either Party. Each Party shall each appoint one arbitrator, and the two arbitrators shall appoint a third arbitrator, who shall serve as president of the arbitral tribunal. If either Party fails to appoint an arbitrator within a period of 90 days from the date on which arbitration was requested, or if the first two arbitrators fail to agree on the selection of a third arbitrator within 30 days of their appointment, either Party to the dispute may request that the President of the International Court of Justice appoint an



arbitrator. The expenses of the arbitration shall be borne by the Parties as laid down in the arbitration award. The arbitral award shall be accepted as the final adjudication of the dispute.

VII.3 Notice in respect of any dispute shall be in writing.

## ARTICLE VIII

### Notices

VIII.1 Formal notices under this MOU shall be addressed to the following focal points for each Party, designated for the operationalization of the partnership between the Parties:

For WFP:

Title: Nanna Skau, Deputy Country Director and Officer in Charge

Telephone: + 374 10 580538, Mobile + 374 96937001

Address: RA, Yerevan, 0010,14, Petros Adamyan st. 14

Email: [nanna.skau@wfp.org](mailto:nanna.skau@wfp.org)

For The Food Safety Inspection Body:

Title: Georgi Avetisyan, Head of Food Safety Inspection Body

Telephone: + 374 12 404041

Address: RA, Yerevan, 0051, Komitas Ave. 49/2

Email: [georgi.avetisyan@gov.am](mailto:georgi.avetisyan@gov.am)

## ARTICLE IX

### Final Provisions

IX.1 Agreements previously concluded by the Parties will not be superseded by this MOU.

IX.2 The provisions set out in Articles IV, V, VI and VII shall survive the termination of this MOU. This MOU does not contain financial obligations for either Party.



IX.3 The collaboration between the Parties envisaged hereunder is non-exclusive and shall not preclude either Party from engaging in, or collaborating with third parties on, other activities such as those covered in this MOU.

IX.4 Made in Yerevan, in Armenian and English languages. In case of inconsistencies between the Armenian and English versions, the English version shall prevail.

IN WITNESS WHEREOF, the Parties hereto, acting through their authorized representatives, have signed this MOU.


**FOR FOOD SAFETY INSPECTION BODY**

Georgi Avetisyan  
Head

  
Date: 

**FOR WORLD FOOD PROGRAMME**

Nanna Skau  
Deputy Country Director and  
Officer in Charge

  
Date: 