



MEMORANDUM OF UNDERSTANDING

ON

PROVISION OF CAPACITY DEVELOPMENT PROGRAMME
TO
FOOD SAFETY INSPECTION BODY of REPUBLIC of ARMENIA

THROUGH PROVISION OF LEARNING PROGRAMMES AND TECHNICAL ASSISTANCE

Concluded Between
THE AUSTRIAN DEVELOPMENT AGENCY
and
FOOD SAFETY INSPECTION BODY

Yerevan, RA, 9 February, 2022

This Memorandum of Understanding signed in the framework of
the *Green Agriculture Initiative in Armenia (EU-GAIA) project*,
funded by the European Union,
co-funded by the Austrian Development Cooperation (ADC) and
implemented by the Austrian Development Agency (ADA) in Armenia.

I. OBJECTIVE

The aim of this Memorandum of Understanding is to establish a cooperation framework for providing capacity development programme to **State Food Safety Inspection Body (FSIB)** and **"Republican Center for Veterinary-Phytosanitary Laboratory Services" State Non Commercial Organization (SNCO)** operating within the FSIB to strengthen institutional and technological capacity of both FSIB and mentioned above laboratory.

Under the auspices of this framework the Parties intend to develop specific activities to be implemented in a spirit of co-operation and common commitment.

II. SUBJECT

This Memorandum of Understanding (hereinafter referred to as "*MoU*") is signed between the Austrian Development Agency (hereinafter referred to as "*ADA*") and the State Food safety Inspection Body (hereinafter referred to as "*FSIB*"), jointly referred to as "*Parties*".

Taking into consideration the common interest of the Parties to improve food safety sector in Armenia, the Parties have agreed to join their efforts and resources and to cooperate effectively in the framework of the EU-GAIA Project (Green Agriculture Initiative in Armenia, hereinafter referred to as "*the Project*") to ensure successful outcomes of its cooperation.

This MoU sets the willingness of the Parties to collaborate on technological development of food safety sector through providing appropriate learning programmes to FSIB staff including trainings and exchange learning study tour to one EU member country as well as by providing technical assistance to the laboratory in Introduction of modern methods for detection of pesticide residues, upgrading of current equipment of the laboratory and capacitation of the laboratory staff on the new introduced methods.

III. PURPOSE OF THE COOPERATION

Recognizing the importance of improving and enhancing institutional and technological capacities of FSIB and its laboratory in the Republic of Armenia and,

Considering particularly the recent global trends of innovative and digital Agriculture development through prioritization of Green Agriculture model approach that is promoted and supported by EU through the EU-GAIA Project in Armenia, started in October 2019, implemented by ADA,

Considering the new Strategy on Agriculture of the Republic of Armenia (2020 – 2029), the principle of the Austrian Development Cooperation and the Paris Declaration on Aid Effectiveness to work based on the priorities of the partner country as well as Armenia-EU

Comprehensive Extended Partnership Agreement related also to improvement of Sanitary and Food safety areas of Armenia,

The Parties intend to agree upon the following joint initiatives:

- **ADA** through **EU-GAIA Project** will provide technical and expert advisory and consultation assistance to the FSIB and its laboratory to enhance capacity of FSIB and laboratory staff on **food safety control through risk assessment and risk management** procedures,
- **ADA** through its **EU-GAIA Project** will provide the required by FSIB capacity development training programme including international exchange learning visit to one EU member country.
- **ADA** through its **EU-GAIA Project** will support FSIB to ensure **phytosanitary protection and health** by promoting the EU food system standards and food quality control mechanism within veterinary and phytosanitary sectors of Armenia.
- The **FSIB** will ensure involvement of its own professional staff/experts in all required training programmes.
- The **FSIB** will ensure further upgrading the inspection management model and toolkit among the specialists and other interested structures of the FSIB based on received knowledge and practical applications of the sector management learnt from the international exchange visit to EU member country.
- The **FSIB** will ensure sharing the best experience of EU countries and localization of such experience in the development and implementation of national monitoring programmes
- The **FSIB** will ensure the proper use and technical maintenance of the all received items/inputs/equipment provided by the EU-GAIA project which is indicated in the hand over acts to be signed between EU-GAIA and FSIB.
- The **FSIB** will inform ADA about any circumstance which may threaten the successful implementation of this MoU.

IV. RIGHTS OF THE PARTIES

The FSIB and ADA, as well as the European Union, have the unlimited right to use free of charge all the documents and materials produced and provided in the framework of the Co-operation.

V. RESPONSIBILITIES OF THE PARTIES

The FSIB recognises that ADA abides by its fundamental operating principles, donor regulations and contractual obligations.

Each Party will:

- Duly fulfil its part of responsibilities and/or tasks as defined and agreed in this MoU
- Duly respect the confidentiality with regard to papers, documents, computer data, equipment and information given and/or produced by each party.
- Duly provide support, assistance and cooperation to each other in decision making by providing correct and transparent information.
- Duly respect the decisions taken and/or agreed by the parties.
- Work strictly in conformity with the prevailing laws in Armenia.

ADA will:

- be responsible for the coordination and the overall supervision of all joint initiatives falling under this MoU. As ADA is the organization that signed the contract with the donor/EU, ADA is considered as the responsible agency for the correct financial and operational implementation of the joint initiatives.
- be the responsible body relating to the aforementioned project to the donors.
- be responsible in arrangement of procurement and delivery of all officially required by FSIB inputs and equipment for the modernization of food safety laboratory of the "Republican Veterinary-Phytosanitary Laboratory Services Centre" SNCO subordinated to FSIB.

FSIB will:

- be responsible in identification and formulating the precise capacity needs of FSIB staff/experts to address them properly and effectively during this learning training and exchange visit programmes,
- facilitate the work of the other Party/ies in the process of the capacity development programme implementation, including the dissemination and adoption of new knowledge and practices related to specific aspects of state control over the management of green and organic agriculture features
- facilitate the delivering and developing of any necessary documents and learning materials in good implementation and progress activities that fall within this MoU.
- be responsible for continuous and sustainable operation of technologically upgraded laboratory at "Republican Centre for Veterinary-Phytosanitary Laboratory Services" SNCO.

VI. OVERSIGHT OF THE JOINT INITIATIVES

The purpose of the Oversight is to ensure that the joint initiatives are implemented in a timely and efficient manner. This implies regular revision of the correspondence of activities implemented under the cooperation to the results envisaged by the joint workplan.

VI. OVERSIGHT OF THE JOINT INITIATIVES

The purpose of the Oversight is to ensure that the joint initiatives are implemented in a timely and efficient manner. This implies regular revision of the correspondence of activities implemented under the cooperation to the results envisaged by the joint workplan.

The FSIB jointly with ADA will be responsible for the coordination and the overall supervision of the joint initiatives undertaken within the framework of this MoU.

VII. FUNDING

The costs of any other possible joint initiatives will be funded as mutually determined by individual agreement and per respective Terms of Reference and exchange of letters on case-by-case bases.

All initiatives under this MoU will be subject to the availability of funds and final decision of the management of either Party.

VIII. AMENDMENTS

This MoU may be modified or amended by mutual consent in writing. Such amendment will come into effect on such date as determined by the Parties and will form an integral part of this MoU.

IX. SETTLEMENT OF DISPUTES

Any dispute or difference arising out of the implementation and/or the interpretation of the provisions of this MoU will be settled amicably by consultation or negotiation between the Parties.

X. RELATIONSHIP OF PARTIES

Any Party will perform its work as required under this MoU as an independent body and not as a representative of the other.



Coordination between Parties will not go against each Party's reference internal documents, especially charters, policies, positioning papers and strategies.

XI. COMMENCEMENT AND TERMINATION

- This MoU will come into effect on the date the last Party signs and will remain effective for a period of 2 years, unless terminated earlier in accordance with provision mentioned below.

- This MoU may be terminated at any time by either Party, by giving 30 (thirty) days' written notice to the other of its intention to terminate it.
- The termination of this MoU will not affect the validity and duration of any ongoing activities/projects implemented under this MoU until the completion of such activities/projects.
- This MoU is drawn up in the Armenian and English languages. In the case of a discrepancy between the Armenian and English texts, the English text shall prevail.

IN WITNESS, WHEREOF, the Parties have signed this Memorandum of Understanding.

« 9 » February 2022 Yerevan
Georgi Avetisyan
Head of Food Safety Inspection Body
of the Republic of Armenia




« 9 » February 2022, Yerevan
Paschalis Bokkers
Team leader of the EU-«Green
Agricultural Initiative in Armenia» project