

Ref. No.: \_\_\_\_\_/2017-ČRA

**MEMORANDUM OF UNDERSTANDING**

BETWEEN

THE MINISTRY OF AGRICULTURE OF GEORGIA

AND

THE CZECH DEVELOPMENT AGENCY

AND

THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

**CONCERNING**

THE IMPLEMENTATION OF THE PROJECT

**“ESTABLISHMENT OF NATIONAL PHYTOSANITARY  
CONTROL SYSTEM IN GEORGIA”**

IN THE FRAMEWORK OF  
DEVELOPMENT COOPERATION

BETWEEN

THE CZECH REPUBLIC

AND

GEORGIA

## I. Purpose

The United States Agency for International Development (hereinafter referred to as "USAID"), the Czech Development Agency (hereinafter referred to as "CzDA") and the Ministry of Agriculture of Georgia (hereinafter referred to as "MOA") intend to cooperate in a mutual effort to upgrade the capacity and reinforce the institutional structure of the phytosanitary sector in Georgia in accordance with the international standards.

The purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") is to set out the understanding of the Participants named above (hereinafter referred to individually as the "Participant" and collectively as the "Participants") about the roles and responsibilities of USAID, CzDA and MOA with respect to the introduction of the EU standards in the phytosanitary area in Georgia. This project will be called the **Establishment of national phytosanitary control system in Georgia** (hereinafter referred to as "Project"). It is planned that all Participants will provide support to the Project. Additionally, USAID and CzDA intend to each provide independent parallel funding to support this objective. The primary entity benefitting from the implementation of the Project (hereinafter referred to as "Beneficiary") is the National Food Agency of Georgia (NFA), a competent public authority operating under the MOA.

The Project aims to upgrade and strengthen the administrative and technical capacity of the agencies in charge of the phytosanitary sector in Georgia, particularly of NFA, and contribute to the harmonization of the respective national legislation with the European Union (EU) *acquis communautaire*. The successful implementation of the new phytosanitary standards and procedures, which is subject to the Chapter 4 (On Sanitary and Phytosanitary Measures) of Georgia's DCFTA Action Plan, will contribute to the stabilization of the legal environment in this area and facilitate the access for Georgian producers of plants and plant products to the EU market. Through dissemination of information and other awareness-raising activities among Georgian plant producers at regional as well as national levels, the Project is expected to ensure understanding and compliance of local producers with the newly adopted phytosanitary standards, thereby supporting the implementation and sustainability of reforms in this area.

The Participants enter into this MOU to ensure close coordination for the effective implementation of the Project, while wishing to maintain individual separate and unique missions and mandates as well as individual accountability. This MOU is not an obligation of funds, nor does it constitute a legally binding commitment by any Participant or create any rights in any third party. Furthermore, this MOU does not limit any authorities or responsibilities of any Participant with respect to the execution or administration of any funding award.

## II. Roles and Responsibilities

1. USAID intends to provide funding, subject to the availability of funds, of approximately \$198,205 for phase I for USAID's portion of the project budget, in the form of a cooperative agreement between USAID and People in Need (hereinafter referred to as "PIN").

2. CzDA intends to provide funding, subject to the availability of funds, of approximately \$794,279 for phases I and II for the Czech Government's portion of the project budget, in the form of budgetary measure for the Central Institute for Supervising and Testing in Agriculture (CISTA).
3. MOA, including the NFA as the main beneficiary of the Project, intends to:
  - a. Provide the project team with all information relevant to the project implementation;
  - b. Provide assistance in obtaining all legal acts, regulations, reports, records, statistics were appropriate, within its competences and all other information needed for the project implementation and to assist the project personnel (personnel of USAID, CzDA and their implementing partners) in carrying out activities under the Project;
  - c. Ensure the availability and capacity of its staff, and the staff of the NFA, for the implementation of the Project;
  - d. Appoint the NFA as the primary beneficiary of the implementation of the Project and ensure its involvement during all stages of the project implementation period;
  - e. Ensure cooperation of state authorities on different levels and secure other measures within its competence, which may facilitate the execution of the Project;
  - f. Elaborate, approve, and/or promote necessary normative acts, including such as secondary legislation, to superior government authorities for appropriate approval/adoption to ensure sustainable management and operation of the phytosanitary sector in Georgia;
  - g. Ensure appropriate management and operation of the registers elaborated within the Project by the NFA and other relevant state institutions – including data collection and verification – from their own resources for at least 10 years after the closure of the project;
  - h. Provide information to USAID and the CzDA related to the operation of the phytosanitary sector in Georgia for the following 5 years after the completion of the Project; and
  - i. Respect visibility and publicity rules of USAID and the CzDA, especially those related to the mentioning of the support granted by the two organizations in the elaboration and the implementation of the Project.
4. Joint Steering Committee (hereinafter referred to as "JSC"): USAID/Georgia, CzDA, and MOA intend to coordinate with each other the administration of the Project through the establishment of a Joint Steering Committee (the Committee). The Committee should ensure a good flow of communication between the Participants on important functionality, technical and management issues pertaining to the implementation of the Project and any other issues or concerns. The Participants will document concurrence in the form of minutes. The Joint Steering Committee will have no influence on any bilateral agreements of the Participants. The Committee will meet at the request of one of the Participants, and not less than biannually. The Committee will consist of representatives of USAID, CzDA, MOA and NFA. The representative of the NFA will serve as Secretariat of the Committee, circulating the information among its members,

keeping the minutes of the meeting, etc. The Participants expect the following representatives to participate in the JSC:

USAID: Agreement Officer Representative (or alternate) of its Cooperative Agreement with PIN.

CZDA: An officer for Georgia or a development attaché of the Embassy of the Czech Republic in Georgia

MOA: [First Deputy Minister of Agriculture of Georgia] and Head of National Food Agency (NFA) or Authorized Person.

### **III. Monitoring and Evaluation (M&E)**

It is expected that both USAID and CzDA will conduct monitoring site visits of the project activities. The Participants will make best efforts to coordinate and organize at least one annual joint site visit to monitor project performance.

The Participants intend to share findings of any programmatic site visits, evaluations and other reviews, as well to share copies of all relevant reports or other information relevant to the Project, to the extent consistent with their internal procedures.

### **IV. Reporting and Communications**

1. USAID and CzDA expect to share with each other copies of all biannual, annual, and final programmatic reports, in case these are not developed as joint reports to all Participants, as well as other materials developed by the Project implementing partners.
2. The Participants intend to collaborate in the development of outreach and education materials regarding the programs for external audiences. Where relevant, branding will be accomplished in accordance with the Participants' respective legal, policy and procedural requirements.
3. The USAID's, CzDA's, MOA's and NFA's logos should be used during outreach and general public activities, including the project launch, press conferences, and other similar public events conducted in the frame of the Project.

## V. Duration, Amendments, and Termination

The duration of the MOU is expected to last until June 2021, unless the Participants agree otherwise in writing. This MOU may be modified or amended if all Participants agree in writing. Any Participant may terminate its participation in this MOU at any time, but should endeavor to provide at least 30 days' written notice to the other Participants.

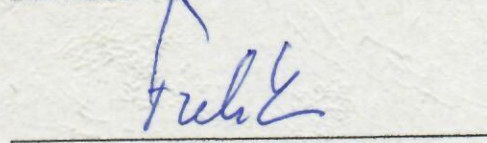
In witness whereof, the Participants, acting through their duly authorized representatives, have caused this MOU to be signed in their names and delivered as of the date last written below.



Levan Davitashvili  
Minister

Date: \_\_\_\_\_, 2017

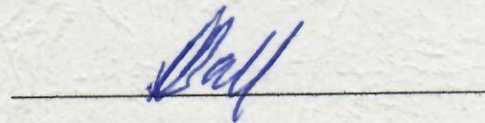
**MINISTRY OF AGRICULTURE OF GEORGIA**



Pavel Frelich  
Director

Date: \_\_\_\_\_, 2017

**CZECH DEVELOPMENT AGENCY FOR INTERNATIONAL DEVELOPMENT**



Douglas H. Ball  
USAID/Georgia Mission Director

Date: \_\_\_\_\_, 2017

**UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT (USAID)**