

**Memorandum of Understanding**  
**on**  
**Cooperation in the Field of Veterinary Services**  
**between**  
**the Ministry of Agriculture of Georgia**  
**and**  
**the Ministry of Agriculture and Rural Development of State of Israel**

The Ministry of Agriculture of Georgia and the Ministry of Agriculture and Rural Development of the State of Israel (hereinafter referred to as the "Participants"),

Expressing their desire to develop the relationship and deepen the cooperation in the field of veterinary medicine and animal health protection;

Recognizing the importance of the cooperation concerning the avoidance of invasion and distribution of animal diseases;

Taking into consideration the main objective of the World Organization for Animal Health OIE to provide the maximum transparency of the situation reflecting the animal diseases;

Recalling the Agreement between the Government of Georgia and the Government of the State of Israel on Cooperation in the Field of Agriculture, signed in Tbilisi, on June 23 2014.---

Have come to following understanding:

**Article I**

Competent authorities of the contracting Participants responsible for the efficient implementation of this Memorandum of Understanding (MOU) will be:

From the side of Georgia: Legal Entity of Public Law under the Ministry of Agriculture of Georgia National Food Agency of the Ministry of Agriculture of Georgia

From the side of the State of Israel: The Ministry of Agriculture and Rural Development.

## **Article II**

1. The aim of this MOU is to facilitate the bilateral trade of the commodities regulated by the OIE Terrestrial and Aquatic Animal Health Codes (hereinafter OIE Codes) and calls upon by the Participants, in accordance with the World Trade Organization Agreement on the Application of Sanitary and Phytosanitary Measures (SPS Agreement), to avoid the unjustified trade barriers.

2. The importance of the cooperation between the Participants is in order to protect their territories from epizootics during import, export and transit of the commodities regulated by the OIE Codes that might be the host of the transmissible and infectious diseases for humans and animals.

For this purpose:

- a. Participants will notify each other on the origin of the diseases, listed in the OIE Codes, on unreliable outbreak zones, on forms of the disease course, on type of pathogen and estimated reason of introduction of the infection, also indicating those activities carried out in order to eliminate and limit the spread of such diseases;
- b. Participants will take joint efforts for facilitation of import/export and transit of live animals and animal origin products in accordance with the SPS agreement;
- c. If necessary, Participants will support each other in the diagnosis of animal diseases; exchange the bacterial and virus strains according to the mutual and bilateral international agreements, which members of are the Participants.

## **Article III**

1. Competent authorities of the Participants will ensure the existence of an enquiry points for provision of the relevant information related to import, export and transit of the regulated commodities, including:

- a. Veterinary-sanitary regulations adopted within its territory;
- b. Veterinary-sanitary control and inspection procedures;
- c. Veterinary risk analysis procedures;
- d. Rights and obligations derived from this MOU and arrangements with the third parties.

2. Enquiry points might communicate to each other in order to receive relevant information or to organize the consultative meetings for elaboration of joint measures.

#### **Article IV**

1. Import of commodities, subject to this MOU into the territory of the Participants, needs to be in compliance with the requirements of competent authorities of the importing Participant, without violation of the SPS agreement.
2. Export of the commodities subject to this MOU must be accompanied with the veterinary certificate issued in accordance with the requirements of the national legislation by the competent authority of the exporting party which is in compliance with the requirements of the importing Participant.
3. Transit of the commodities subject to this MOU through the territory of the one of the Participants should be in compliance with the veterinary requirements of the country of transit as stipulated in the OIE Codes.
4. Veterinary certificates should be in compliance with the samples stipulated by the recommendations of the OIE Codes and agreed by the participants. The certificates may be done only in English language or in two languages, one of which should be the official language and one should be English. In case of divergence of the interpretation the English text will prevail.
5. The certificate should be filled in English.

#### **Article V**

1. Herewith, the Participants may cooperate in the area of disease control and conduct research on the diseases listed in the OIE Codes. The results of such research shall be published by the mutual agreement.
2. Participants may exchange information about the developments and results of scientific research related to the control of the diseases listed in the OIE Codes.
3. Participants may create appropriate conditions for exchanging of knowledge and information and ensure professional development of veterinarians and scientists.
4. Exchange of scientists and specialists working in the field shall be carried out subject to mutual agreement between competent authorities of the Participants.
5. All expenses are to be covered by the sending party if not otherwise agreed in advance between the Participants.

## Article VI

1. In case of detection of diseases defined in the list of OIE Codes, on the territory of a Participant, the other Participant shall immediately take appropriate actions to limit the import of the commodities and immediately inform competent authorities of the Participant.
2. In the case when the border inspection post identifies that the imported commodity does not meet the requirements of the receiving country and poses a threat to human and animal health, the competent authority is obliged to obtain a correspondent decision for the destruction or return of the commodity or another decision in accordance with the SPS legislation of the importing country and should immediately inform the relevant authority of the other Participant about the decision.
3. Whenever the competent authority of the Participant is entitled to take measures including supervision, inspection, etc. of the regulated commodities on the territory of other Participant, the expenses related to the implementation of the above procedures will be covered by the requesting Participant.

## Article VII

The Participants are authorized to establish a mutual working group. The working group is authorized to:

- a. Supervise the implementation of this MOU;
- b. To share the professional experience and information on animal health and veterinary related issues;
- c. To prepare recommendations for the solution of any disputes that may arise while implementing this MOU;
- d. To prepare amendments to this MOU.

## Article VIII

Any dispute concerning the interpretation and implementation of this MOU will be settled by amicable negotiation.

**Article IX**

Amendments and supplements may be made to this MOU in separate protocols in accordance with bilateral negotiations between the Participants, and will come into effect according to the procedures outlined in Article XI.

**Article X**

This MOU does not apply to the rights and obligations imposed by the international agreements signed by the Participants with third parties.

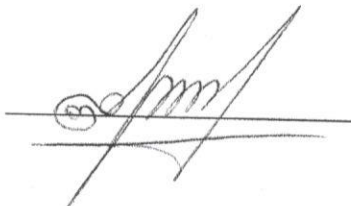
**Article XI**

This Memorandum of Understanding shall come into effect on the date of its signature.

This MOU shall remain in force for a period of five years and shall automatically be renewed for subsequent periods of five years, unless either Participant notifies the other in writing of its intention to terminate the MOU, at least 6 months prior to its expiry date.

Done in ~~November~~ on 5... 2014, which corresponds to Heshvan 12 5774 in the Hebrew calendar, in two copies in the English language.

On behalf of the Ministry of  
Agriculture of Georgia



On behalf of the Ministry of  
Agriculture and Rural Development of  
the State of Israel

