



## FAO Unilateral Trust Fund Programme – (UTF)

### PROJECT AGREEMENT

between the Government of **Georgia** and the Food and Agriculture Organization of the United Nations (FAO) concerning the provision of technical assistance services in respect of:

**Project Title: Technical Support to the Brucellosis Prevention and Control Programme in Georgia**

**Project Symbol: UTF/GEO/006/GEO**

WHEREAS the Government of **Georgia** (hereinafter referred to as "the Government") and the Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO") have held consultations with regard to management and other support services to be provided by FAO within the framework of this Project (hereinafter referred to as "the Project");

WHEREAS the Government has decided to finance the services specified in this Agreement (hereinafter referred to as "the Services") from its own resources allocated to the National Food Agency under the European Union-funded Comprehensive Institution Building Programme (CIB).

NOW THEREFORE, the Government and FAO agree as follows:

#### ARTICLE I

1. FAO shall be responsible for the provision, with due diligence and efficiency, of the Services described in the Project Document attached to this Agreement. The duration of the Services is estimated to be **20 months**, calculated from the date on which this Agreement becomes effective in accordance with the provisions of Article XI.1 of this Agreement. The Work Plan for such Services is set forth in Annex 3 of the Project Document.
2. The Government shall retain overall responsibility for the implementation of the Project.
3. FAO and the Government shall consult closely with respect to all aspects of the provision of the Services under this Agreement.

## ARTICLE II

1. The total cost of the provision of the Services, including a specified amount for FAO support costs, is estimated at USD 280 733 as set out in detail in the Budget provided in the Project Document. This total cost shall not be exceeded without the prior agreement of the Government. Should the total cost of the Services change upwards or downwards, the amount for FAO's support costs will be adjusted proportionally.
2. Upon signature of this Agreement, the Government shall make arrangements for the direct payment to FAO of the total cost of the provision of the Services, and to transfer a total amount of amount of USD 280 733 to the FAO account specified in Article II Para 4 below.
3. FAO shall establish a separate account for the purpose of recording financial transactions related to the Services provided under this Project. All payments to FAO shall be made in United States Dollars and credited to:

Account Name:	FAO Trust Fund (USD)
Bank Name:	HSBC New York 452 Fifth Ave. New York, NY, USA, 10018
Swift/BIC:	MRMDUS33
ABA/Bank Code:	021001088
Account No.	000156426

indicating that the funds should be credited to Trust Fund N° UTF/GEO/006/GEO.

4. FAO shall not be required to commence or continue the provision of the Services until the respective payments referred to above have been received by FAO and it shall not be required to assume any liability in excess of the funds paid into the account referred to above.

## ARTICLE III

1. FAO shall either provide the personnel needed to carry out the Services, or shall subcontract part or all of these Services, provided that the recruitment of any personnel or any subcontractor, and the terms and conditions thereof, shall be made only after approval by the Government.
  - (a) FAO shall make arrangements to meet all payments due to such personnel or subcontractors and any other expenses in connection with their assignment.
  - (b) In the discharge of their responsibilities in accordance with the respective terms of reference in their contracts, such personnel or subcontractors shall be assigned to work with the designated Government Agency responsible for the Project, shall cooperate closely with Government staff and shall assist in Project implementation in accordance with the overall directives laid down by the Government in consultation with FAO. FAO shall provide such personnel or subcontractors with appropriate guidance, supervision, administrative support and advisory technical services as FAO may deem necessary for the successful implementation of the Services.

2. FAO shall administer, in consultation with the Government, any fellowships and training detailed in the Project Document.

3. FAO shall procure, in accordance with its procurement rules and regulations, the equipment and supplies specified in the Project Document. Title to non-expendable equipment shall be vested in FAO and subsequently transferred to the Government (upon full payment of suppliers invoices). To the extent that the costs in respect of any customs duties, levies or charges related to the landing, warehousing, clearance and inland forwarding of such equipment and supplies into the country are not the subject of an exemption by the Government, the Government shall be responsible for such costs out of resources other than those specified in the Budget of the Project Document.

4. FAO shall, in addition to the insurance arrangements existing under its normal procedures as specified in any relevant provisions of the Project Document, make appropriate arrangements for such other insurance in respect of the Services under this Agreement as may be requested by the Government. Such arrangements shall be as agreed between the Government and FAO.

#### ARTICLE IV

Except as otherwise agreed in writing between the Government and FAO, the Government shall be responsible for the recruitment, employment and social costs of national staff, as well as for the supporting administrative services such as local secretarial and other personnel services, office space, equipment and supplies produced locally, transportation within the country and communications as required for the implementation of the Project and these Services. The related costs will be covered by the Government directly from resources other than those specified in the Budget of the Project Document.

#### ARTICLE V

1. All financial accounts and statements shall be expressed in United States Dollars and shall be subject exclusively to the internal and external auditing procedures laid down in the Financial Regulations, Rules and directives of FAO.

2. Expenditures for personnel services, as may be provided in the Budget of the Project Document, shall cover salaries, allowances and other entitlements applicable to FAO staff and consultants. FAO shall budget for such costs on the basis of estimated costs, but shall be paid for the provision of such services on the basis of actual costs. Adjustments in the duration, nature and cost of such services, as required, may be made after consultation between the Government and FAO if this is found to be in the best interests of the Project.

3. Expenditures for subcontracting as may be provided in the Budget of the Project Document shall be specified in the contracts between FAO and the respective subcontractors and shall be limited to the costs arising from such contracts. Adjustments in the duration of their services, referred to in the Budget of the Project Document, may be made after consultation between the Government and FAO if this is found to be in the best interests of the Project.

4. Expenditures on fellowships, or other training, as described in the Project Document shall be made in accordance with the directives of FAO relating to fellowships and training. Within such total allocation, adjustments with respect to the training component may be made after consultations between FAO and the Government, if this is found to be in the best interests of the Project.

5. Expenditures for purchase of equipment shall be limited to the items specified in the attached Project Document and its Budget.

6. If, due to unforeseen circumstances, the funds stipulated under Article II.1 of this Agreement prove to be insufficient to cover the total cost of the provision of the Services, FAO shall inform the Government accordingly. The parties shall then hold consultations with a view to agreeing upon appropriate modifications to the Services so as to ensure that the funds provided by the Government shall be sufficient to cover all expenses for the provision of the Services.

#### ARTICLE VI

1. FAO shall submit such reports relating to the Services as may reasonably be required by the designated Government Agency responsible for the Project in the exercise of its duties as described in the Project Document.

2. Following FAO's completion of the Services, a final statement of expenditure shall be submitted to the Government.

3. Any balance of funds that is undisbursed and uncommitted by FAO upon completion of the scheduled Services, including interest accrued, shall be held by FAO at the disposal of the Government in the account referred to in Article II.4 of this Agreement.

#### ARTICLE VII

1. The present Agreement shall be governed by general principles of law, to the exclusion of any single national system of law.

2. In all matters connected with performance under this Agreement, the Government shall apply to FAO, its property, funds and assets, officials and any person designated by FAO to perform services under this Agreement, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies and Annex II thereof relating to FAO.

3. The Government shall be responsible for dealing with and settling any claims by third parties brought against FAO, its officials or other persons performing services on its behalf, which are not covered by the insurance arrangements made by FAO under Article III.4 of this Agreement, except where it is agreed by FAO and the Government that such claims or liabilities arise from the gross negligence or wilful misconduct of such personnel or persons.

## ARTICLE VIII

1. Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof, shall, unless it is settled by direct negotiation, be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules in force on the date when this Agreement takes effect. The parties hereto agree to be bound by any arbitration award rendered in accordance with this Section as the final adjudication of any dispute.
2. Nothing in or relating to any provision in this Agreement shall be deemed a waiver of the privileges and immunities of FAO.

## ARTICLE IX

Any amendment to this Agreement or its attached Project Document (with Annexes) shall be effected by mutual agreement of the parties through an exchange of letters.

## ARTICLE X

1. This Agreement may, at any time, be terminated by the Government by written notice to FAO.
2. This Agreement may, at any time, be terminated by FAO by written notice to the Government, if in the opinion of FAO, an event beyond the reasonable control of FAO occurs which makes it impossible for FAO to carry out its obligations under this Agreement.
3. This Agreement shall terminate sixty days after receipt of a notice under Paragraphs 1 or 2 of this Article X.
4. The obligations assumed by the parties under this Agreement shall survive the termination of the Agreement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the parties hereto and the settlement of contractual liabilities that are required in respect of any personnel, subcontractors, consultants or suppliers.

## ARTICLE XI

1. This Agreement shall become effective on the date on which it has been signed by both parties hereto. In the event that this Agreement is not signed by the parties on the same day, the last party to sign this Agreement shall promptly inform the other party of the date on which it has been so signed, and this date will be the date on which this Agreement becomes effective.
2. Any notice or request required or permitted to be given or made under this Agreement and any agreement between the parties contemplated by this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, or fax to the party to which it is required or permitted to be given or made at such party's address hereinafter specified or at such other address as such party shall have designated by notice to the party giving such notice or making such request.

Attachments: Project Document, including:

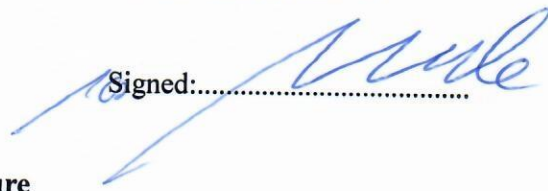
- Budget
- Logical Framework
- Work Plan
- Terms of Reference for International and National Personnel

IN WITNESS WHEREOF, the parties hereto, acting through their respective representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names:


For the Government of Georgia

For the Food and Agriculture Organization  
of the United Nations

Signed: 

Signed: 

Name: **Mr Nodar Kereselidze**  
Title: **First Deputy Minister of Agriculture**

Signed: 

Name: **Mr Zaza Dolidze**  
Title: **Head of the National Food Agency**

Name: **Mr Tony Alonzy**  
Title: **FAO Representative for Georgia**

Date: **25.02.2015**

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