

## **INFORMACIJA**

### **o potrebi potpisivanja Memoranduma o saradnji između Uprave za bezbjednost hrane, veterinu i fitosanitarne poslove Crne Gore i Hrvatske Agencije za poljoprivredu i hranu (HAPIH)**

U okviru pregovaračkog procesa za pristupanje Crne Gore Evropskoj uniji, pregovaračko poglavlje 12 - Bezbjednost hrane, veterinarstvo i fitosanitarni nadzor predstavlja jednu od oblasti u kojoj je neophodno obezbijediti visok nivo usklađenosti sa pravnom tekovinom Evropske unije, kao i punu operativnu sposobnost nadležnih organa za sprovođenje službenih kontrola.

Poseban značaj u ovoj oblasti imaju laboratorijski kapaciteti, referentna ispitivanja, potvrđne analize, dijagnostika, stručno tumačenje rezultata, obuke i podrška službenim kontrolama. U državama članicama Evropske unije ove funkcije se, u značajnoj mjeri, oslanjaju na sistem službenih i nacionalnih referentnih laboratorija, uspostavljen u skladu sa relevantnim zakonodavstvom Evropske unije, uključujući Regulativu (EU) 2017/625 o službenim kontrolama.

Imajući u vidu da Crna Gora u određenim oblastima još uvijek nema u potpunosti uspostavljene ili dovoljne kapacitete nacionalnih referentnih laboratorija, neophodno je obezbijediti formalni okvir saradnje sa relevantnom institucijom države članice Evropske unije koja posjeduje znanje, iskustvo, akreditovane metode i funkcije nacionalnih referentnih laboratorija.

S tim u vezi, pripremljen je predlog Memoranduma o saradnji između Uprave za bezbjednost hrane, veterinu i fitosanitarne poslove Crne Gore i Hrvatske Agencije za poljoprivredu i hranu (HAPIH), kao centralne nacionalne referentne institucije Republike Hrvatske u oblastima štetnih organizama bilja, sredstava za zaštitu bilja, bezbjednosti hrane i hrane za životinje, GMO, kao i drugih oblasti za koje HAPIH raspolaže odgovarajućim stručnim, tehničkim i laboratorijskim kapacitetima.

Potpisivanje Memoranduma predstavlja važan korak u obezbjeđivanju dodatne stručne, tehničke i laboratorijske podrške Crnoj Gori u procesu ispunjavanja obaveza iz pregovaračkog poglavlja 12. Memorandumom se uspostavlja okvir saradnje kojim se omogućava da Hrvatska Agencija za poljoprivredu i hranu (HAPIH) pruži podršku Upravi za bezbjednost hrane, veterinu i fitosanitarne poslove u oblastima u kojima domaći kapaciteti nijesu dostupni, nijesu dovoljni ili se nalaze u fazi razvoja.

Predlogom Memoranduma predviđeno je da saradnja obuhvati naročito:

1. pružanje naučne, stručne, tehničke, laboratorijske i savjetodavne podrške za sprovođenje i usklađivanje sa relevantnim zakonodavstvom Evropske unije;
2. obezbjeđivanje edukacije, obuke, mentorstva, studijskih posjeta, razmjene stručnjaka i prenosa znanja i iskustava u sljedećim oblastima:
  - zdravlje bilja i dijagnostika štetočina bilja;
  - sredstva za zaštitu bilja i procjena aktivnih supstanci;

- bezbjednost hrane i hrane za životinje;
  - GMO;
  - proizvodnja sjemena, proizvodnja sadnog materijala i reproduktivni materijal bilja;
  - laboratorijska dijagnostika, akreditacija i upravljanje kvalitetom;
  - službene kontrole i druge službene aktivnosti;
3. sprovođenje laboratorijskih ispitivanja i dijagnostičkih, potvrdnih i referentnih analiza, posebno u oblasti štetočina bilja, sredstava za zaštitu bilja, bezbjednosti hrane i hrane za životinje, GMO, kao i drugih oblasti za koje HAPIH raspolaže odgovarajućim stručnim, tehničkim i laboratorijskim kapacitetima;
4. pružanje stručne podrške u ocjeni dokumentacije za sredstva za zaštitu bilja i aktivne supstance, uključujući ocjenu fizičko-hemijskih svojstava, rizika po zdravlje ljudi i životinja i po životnu sredinu, efikasnosti proizvoda, kao i klasifikacije, obilježavanja i pakovanja;
5. pružanje stručne i laboratorijske podrške koja odgovara pojedinačnim zadacima službenih i nacionalnih referentnih laboratorija, uključujući:
- potvrdna ispitivanja i referentne analize;
  - validaciju i verifikaciju analitičkih metoda;
  - učešće u programima ispitivanja osposobljenosti;
  - prenos laboratorijskih metoda, znanja i iskustava;
  - stručna i tehnička objašnjenja laboratorijskih rezultata;
  - saradnju sa referentnim laboratorijama Evropske unije;
6. pružanje pomoći u jačanju, razvoju i akreditaciji službenih laboratorija i laboratorijskih kapaciteta u Crnoj Gori u skladu sa zahtjevima standarda EN ISO/IEC 17025 i važećim zakonodavstvom;
7. razmjenu naučnih, stručnih, tehničkih i regulatornih informacija, kao i razvoj i sprovođenje zajedničkih projekata, istraživanja, studija, programa obuke i drugih aktivnosti od zajedničkog interesa.

Na ovaj način se Crnoj Gori omogućava da, do potpunog razvoja sopstvenih laboratorijskih i referentnih kapaciteta, koristi podršku institucije iz države članice Evropske unije, čime se smanjuju rizici u sprovođenju službenih kontrola i povećava kredibilitet sistema u komunikaciji sa Evropskom komisijom.

Memorandum direktno doprinosi jačanju kapaciteta sistema službenih kontrola, jer obezbjeđuje institucionalni okvir za saradnju sa referentnom laboratorijskom institucijom države članice Evropske unije. Time se stvaraju uslovi da Crna Gora u pregovaračkom procesu pokaže da je obezbijedila praktično i održivo rješenje za oblasti u kojima nacionalni laboratorijski kapaciteti još nijesu u potpunosti razvijeni.

Potpisivanje Memoranduma je jedan od dokaza napretka u okviru poglavlja 12, posebno u dijelu koji se odnosi na jačanje administrativnih i laboratorijskih kapaciteta, obuke, službene kontrole, referentne laboratorijske funkcije i pripremu nadležnih organa za primjenu pravne tekovine Evropske unije, kako je definisano u Mapi puta za nacionalne referentne laboratorije

shodno zahtjevima iz završnih mjerila za Poglavlje 12, a koja je usaglašena sa Evropskom komisijom.

Memorandum ima karakter okvirnog akta o saradnji između dvije institucije. Njime se ne mijenja nadležnost domaćih organa, niti se prenose javna ovlašćenja, već se uspostavlja okvir za stručnu, tehničku, naučnu i laboratorijsku saradnju u oblastima od zajedničkog interesa.

Nadalje, Memorandum sam po sebi ne proizvodi neposredne dodatne finansijske obaveze za Budžet Crne Gore, već predstavlja okvir za saradnju, dok će se eventualne konkretne aktivnosti koje zahtijevaju finansijska sredstva uređivati posebnim sporazumima, ugovorima, godišnjim planovima rada ili tehničkim aranžmanima.

Ukoliko za pojedine aktivnosti koje proisteknu iz Memoranduma bude potrebno obezbijediti finansijska sredstva, ista će se planirati u skladu sa propisima o budžetu i fiskalnoj odgovornosti, kroz redovne budžetske procedure ili kroz dostupne programe podrške Evropske unije i druge međunarodne izvore finansiranja.

U prilogu dostavljamo i Memorandum o saradnji između Uprave za bezbjednost hrane, veterinu i fitosanitarne poslove i Hrvatske Agencije za poljoprivredu i hranu (HAPIH).

**ADMINISTRATION FOR FOOD SAFETY, VETERINARY AND PHYTOSANITARY AFFAIRS OF MONTENEGRO**, Serdara Jola Piletića 26, 81000 Podgorica, Montenegro, PIB: 087/18 represented by its Director, Vladimir Đaković, M. Eng. (hereinafter: the Administration), and

**CROATIAN AGENCY FOR AGRICULTURE AND FOOD**, Ulica kardinala Alojzija Stepinca 17, 31000 Osijek, Republic of Croatia, OIB: 35506269186, represented by its Director, Hrvoje Hefer, M. Sc. (hereinafter: HAPIH),

(the Administration and HAPIH are hereinafter jointly referred to as the “Parties” and individually as a “Party”).

## **MEMORANDUM OF COOPERATION**

### **PREAMBLE**

Building on their common interest in strengthening professional and laboratory cooperation and supporting Montenegro’s alignment with the European Union acquis, particularly under Chapter 12 – Food Safety, Veterinary and Phytosanitary Policy, and wishing to establish a transparent and professional framework for cooperation, with full respect for the competences and legal order of each Party;

the Parties enter into this Memorandum of Cooperation (hereinafter: the Memorandum).

### **Objective and Scope of Cooperation**

#### **Article 1**

- (1) With due regard for their respective competences, the Parties have established the common objective of promoting and strengthening professional, technical, laboratory and advisory cooperation in the fields of plant protection products, plant health, seed production and nursery production, food and feed safety, GMOs, laboratory analyses, official controls and other areas of mutual interest.
- (2) Cooperation is aimed at strengthening professional, administrative and laboratory capacities, exchanging knowledge and experience, providing education and mentoring, carrying out laboratory testing, and implementing joint projects and other activities of mutual interest.
- (3) The specific scope, conditions and manner of implementation of individual activities shall be determined by a separate written instrument referred to in Article 4 of this Memorandum.

### **Principles of Cooperation**

#### **Article 2**

Cooperation shall be based on the following principles:

**Partnership:** The Parties shall cooperate on the basis of partnership in all areas of cooperation covered by this Memorandum.

**Transparency:** Each Party shall inform the other Party in a timely manner of activities carried out under this Memorandum.

**Responsibility:** Each Party shall be responsible for fulfilling the obligations it has assumed under a separate written instrument.

Cooperation shall be carried out with due respect for the competences of each Party. This Memorandum shall not transfer any regulatory, administrative, inspection or other public powers from one Party to the other.

## **Areas of Cooperation**

### **Article 3**

(1) The Parties agree to cooperate within their respective competences, available capacities and areas of expertise, particularly through the following activities:

1. providing scientific, professional, technical, laboratory and advisory support for the implementation of and alignment with relevant European Union legislation;
2. providing education, training, mentoring, study visits, exchange of experts, and transfer of knowledge and experience in the following areas:
  - plant health and diagnosis of plant pests;
  - plant protection products and assessment of active substances;
  - food and feed safety;
  - GMOs;
  - seed production, nursery production and plant reproductive material;
  - laboratory diagnostics, accreditation and quality management;
  - official controls and other official activities;
3. performing laboratory tests and diagnostic, confirmatory and reference analyses, particularly in the fields of plant pests, plant protection products, food and feed safety, GMOs, and other areas for which HAPIH has the appropriate professional, technical and laboratory capacities;
4. providing professional support in the assessment of documentation for plant protection products and active substances, including assessment of physicochemical properties, risks to human and animal health and the environment, product efficacy, and classification, labelling and packaging;
5. providing professional and laboratory support corresponding to individual tasks of official and national reference laboratories, including:
  - confirmatory testing and reference analyses;
  - validation and verification of analytical methods;
  - participation in proficiency testing programmes;
  - transfer of laboratory methods, knowledge and experience;
  - professional and technical explanations of laboratory results;
  - cooperation with European Union reference laboratories;
6. assisting in the strengthening, development and accreditation of official laboratories and laboratory capacities in Montenegro in accordance with the requirements of EN ISO/IEC 17025 and applicable legislation;
7. exchanging scientific, professional, technical and regulatory information, and developing and implementing joint projects, research, studies, training programmes and other activities of mutual interest.

(2) HAPIH's activities under this Article shall be professional, technical, laboratory and advisory in nature and shall be carried out within the scope of its statutory competences, existing authorisations, scope of accreditation, and available human, technical, laboratory, organisational and financial capacities.

- (3) HAPIH may refuse or propose modification of an individual activity if it does not have the necessary capacities, authorisations or scope of accreditation for its implementation, or if its implementation would interfere with the proper performance of HAPIH's regular activities.
- (4) This Memorandum shall not designate HAPIH or any of its organisational units as a national reference laboratory of Montenegro, nor shall any functions of the competent authority of Montenegro be transferred to HAPIH.
- (5) The specific scope, deadlines, responsibilities, financial conditions and manner of implementation of each individual activity shall be determined by a separate written instrument concluded between the Parties.

## **Implementation**

### **Article 4**

- (1) Individual activities under this Memorandum shall be implemented only after written acceptance of an offer or the conclusion of a separate agreement, contract, purchase order, technical arrangement or other appropriate written instrument specifying the scope, objectives, deadlines, responsible persons, expected results, financial conditions and other matters relevant to the implementation of the activity.
- (2) A request for implementation of an activity shall be submitted in writing and shall contain the necessary information on the subject matter, scope, deadlines, professional and laboratory capacities and, where applicable, samples. On the basis of the request, HAPIH may provide an assessment of feasibility, a proposed activity, deadlines and a cost estimate.
- (3) Framework and annual plans shall serve to plan cooperation and shall not in themselves create any financial or operational obligations.
- (4) All activities shall be carried out professionally, in accordance with applicable legislation and the available professional, technical, laboratory, accreditation, organisational and financial capacities of the Parties, without interfering with the performance of their regular tasks.
- (5) This Memorandum establishes a framework for cooperation and does not in itself create an obligation to accept or implement any individual activity. Specific financial and operational rights and obligations shall arise exclusively under a separate written instrument. The provisions on confidentiality, personal data protection, intellectual property, dispute resolution and termination of the Memorandum shall be legally binding.

## **Financial Conditions**

### **Article 5**

- (1) This Memorandum shall not in itself create any financial obligation for either Party. Each Party shall bear its own costs of general coordination of cooperation, unless otherwise agreed in writing for an individual activity.
- (2) Unless otherwise specified in a separate written instrument, the Administration shall bear the costs of activities carried out by HAPIH at the Administration's request. Such costs may include expert fees, preparation and delivery of training, mentoring, travel expenses, daily allowances, accommodation, local transport, laboratory analyses, consumables, transport and

disposal of samples, translation, administrative costs and other justified costs related to the agreed activity.

- (3) Before commencing an activity subject to payment, HAPIH shall submit an offer or cost estimate, and the activity shall commence only after its written acceptance or the conclusion of another separate written instrument.
- (4) The price, currency, tax treatment, method and deadline for payment, and other financial conditions shall be specified in a separate written instrument.

### **Contact Persons**

#### **Article 6**

- (1) Each Party shall appoint a coordinator for the implementation of this Memorandum and, where appropriate, a person responsible for each individual activity.
- (2) The names and contact details of the coordinators shall be exchanged in writing. A change of contact person shall not constitute an amendment to the Memorandum, and the other Party shall be informed thereof without delay.

### **Confidentiality and Personal Data Protection**

#### **Article 7**

- (1) The Parties undertake to maintain the confidentiality of all non-public data and information exchanged under this Memorandum and to use them solely for its implementation.
- (2) The obligation of confidentiality shall not apply to data that are publicly available or must be disclosed pursuant to law, a court decision or a request from a competent authority.
- (3) Professional materials, reports, laboratory results and other documentation may be used solely for the agreed purpose. The name, logo and documents of either Party may not be used publicly or for promotional, commercial or regulatory purposes without that Party's prior written consent.
- (4) The obligation of confidentiality shall survive termination of the Memorandum, and personal data shall be processed in accordance with applicable personal data protection legislation.

### **Intellectual Property and Use of Materials**

#### **Article 8**

- (1) Each Party shall retain all rights to knowledge, methods, documentation, data, signs and other intellectual property rights which it owned prior to the commencement of cooperation or developed independently of it.
- (2) Rights to results and materials arising from joint activities shall be regulated by a separate written instrument. Unless otherwise agreed, materials provided may be used solely for the agreed purpose and may not be modified, commercially exploited or transferred to third parties without the prior written consent of the Party to which they belong.

## **Amendments and Dispute Resolution**

### **Article 9**

- (1) This Memorandum may be amended or supplemented only by written agreement of the authorised representatives of both Parties.
- (2) The Parties shall resolve any disagreements relating to the interpretation or application of this Memorandum amicably, through consultation and mutual agreement.
- (3) The method of dispute resolution, applicable law and court jurisdiction for individual activities shall be regulated by separate written instruments concluded under this Memorandum.

## **Entry into Force, Duration and Termination**

### **Article 10**

- (1) This Memorandum shall enter into force on the date of signature by both Parties and shall be concluded for an indefinite period.
- (2) Either Party may terminate the Memorandum by written notice to the other Party, subject to 30 days' notice. The notice shall be deemed duly delivered on the date of receipt of the registered letter or on the date of a recorded delivery attempt at the address specified in the heading of the Memorandum.
- (3) Termination of the Memorandum shall not affect the obligation to settle costs already incurred or any provisions which by their nature survive termination.

### **Article 11**

- (1) This Memorandum has been drawn up in the English language in four (4) identical originals, of which each Party shall retain two (2) originals.
- (2) The Memorandum shall be signed by the authorised representatives of the Parties, thereby confirming their agreement with its contents.

CLASS:

REF. NO.:

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| <b>FOR THE CROATIAN AGENCY FOR<br/>AGRICULTURE AND FOOD</b><br><br><b>DIRECTOR</b><br><br>_____ | <b>FOR THE ADMINISTRATION FOR<br/>FOOD SAFETY, VETERINARY AND<br/>PHYTOSANITARY AFFAIRS OF<br/>MONTENEGRO</b><br><br><b>DIRECTOR</b><br><br>_____ |
| Hrvoje Hefer, M. Sc.                                                                            | Vladimir Đaković, M. Eng.                                                                                                                         |
| Place: _____                                                                                    | Place: _____                                                                                                                                      |
| Date: _____                                                                                     | Date: _____                                                                                                                                       |