付属 資料

- 1. 協議議事録 (Minutes of Meeting: M/M) (英語、ロシア語)
- 2. デフカン農場法 (2009年5月改訂)
- 3. NADF 憲章
- 4. NADF と農業省の協定書
- 5. NADF とタジキスタン農業大学の協定書
- 6. NADF とタジキスタン農業大学人材部の協定書
- 7. NADF とタジキスタン農業科学アカデミーの協定書
- 8. NADF 会合議事録 (2008 年 8 月 30 日)
- 9. NADF と ADF の協定書
- 10. ADF 憲章
- 11. ADF 登録証明書
- 12. ADF と DF の契約書
- 13. 経理センター資料
- 14. 市場情報センター資料
- 15. 養蜂支援センター資料
- 16. イノベーションセンター資料
- 17. NADF 活動報告書 2006-2007 (General Report on NADF Activities for 2006-2007)
- 18. NADF 開発戦略書(Strategy of Development of the National Association of Dehkan Farms for 2008-2012)
- 19. 農業セクターの重要課題に対する政策(2008 年 8 月発行、Farmer Policy on Key Problems of Development of Agrarian Sector)
- 20. ハトロン州レベル ADF 概要
- 21. ハトロン州レベル ADF プロジェクト概要
- 22. ハトロン州レベル ADF プロジェクト収支表
- 23. ファイザバード (Faizobod) 郡レベル ADF トラクター事業単価表
- 24. ジョミ (Jomi) 郡レベル ADF 大豆実験事業報告書
- 25. 討議議事録 (Record of Discussions: R/D) 及び協議議事録 (Minutes of Meeting: M/M) (2009 年 10 月 27 日署名) (英語、ロシア語)
- 26. プロジェクト概念図
- 27. プロジェクト実施体制図

1. 協議議事録(Minutes of Meeting: M/M)(英語、ロシア語)

MINUTES OF MEETING BETWEEN

THE JAPANESE DETAILED PLANNING SURVEY TEAM AND

THE MINISTRY OF AGRICULTURE OF TAJIKISTAN FOR

JAPANESE TECHNICAL COOPERATION ON

THE PROJECT FOR IMPROVEMENT OF AGRICULTURAL EXTENSION SERVICE THROUGH REINFORCING AGRARIAN ORGANIZATIONS IN THE REPUBLIC OF TAJIKISTAN

In response to the request from the Government of Tajikistan, the Detailed Planning Survey Team (hereinafter referred to as "the Team") organized by the Japan International Cooperation Agency (hereinafter referred to as "JICA") headed by Minoru HOMMA, was sent to Tajikistan from June to July, 2009. This survey was carried out to discuss on the framework of the technical cooperation project, the Project for Improvement of Agricultural Extension Service through Reinforcing Agrarian Organizations. (hereinafter referred to as "the Project").

During their stay in Tajikistan, the Team exchanged views and had a series of discussion with the Tajik authorities concerned.

As a result of the discussions, the Team and the Tajik side agreed on the matters referred to in the documents attached hereto.

Done in duplicate in English and Russian languages, both texts shall be equally authentic. In case of any divergence of interpretation, the English text shall prevail.

Dushanbe, July 8th, 2009

Minoru Homma

Team Leader,

Detailed Planning Survey Team

Japan International Cooperation Agency

Amirov Rahmonali

First Deputy Minister of Agriculture

Republic of Tajikistan

ATTACHED DOCUMENT

Acronyms and Abbreviations

NADF: National Association of Dehkan Farms ADF: Association of Dehkan Farms (district level)

DF: Dehkan Farm

I. OUTLINE OF THE PROJECT

1. Agreement on Technical Cooperation

Both sides confirmed that the Project will be implemented in accordance with the provisions of the Agreement on Technical Cooperation between the Government of Japan and the Government of Tajikistan, signed in Dushanbe on February 15, 2005 (hereinafter referred to as "the Agreement").

2. Title of the Project

Both sides agreed to change the title of the Project from the original one "The Project of establishing the role model for agricultural extension service system through reinforcing agrarian organizations" to "Project for Improvement of Agricultural Extension Service through Reinforcing Agrarian Organizations".

3. Draft Framework of the Project

Both sides agreed on the draft framework of the Project which is given as the Tentative Framework of the Project (Annex 1), the Tentative Project Design Matrix (PDM) (Annex 2) and the Tentative Plan of Operation (PO) (Annex 3).

The framework of the Project will be finally confirmed when the Record of Discussions (R/D) is signed.

4. Explanation of the Project purpose and Outputs of the Project (See Annex 1)

Both sides confirmed the meaning of the Project purpose and the Outputs described in the Tentative Framework of the Project (Annex 1) as follows.

<u>Project purpose: Agricultural extension service through NADF and the selected ADFs</u> is improved.

The Project aims at strengthening NADF and ADFs so that these can deliver better services to their members, i.e. DFs.

In order to realize this,

 The support from and collaboration with the Ministry of Agriculture, Tajik Agrarian University, Academy of Agricultures Science, etc. are indispensable

1

J

p. 422

and needed to be strengthened.

2) It is also important that the capacity of NADF and ADFs to deliver better services (including technology, information, etc.) to DFs is to be strengthened.

At the end of the Project implementation, it is expected that DFs receive better services from NADF and ADFs for their agricultural activities and that DFs have more confidence in the support from NADF and ADFs.

Output 1: Collaboration between NADF, the selected ADFs and relevant key agricultural institutions¹ is strengthened.

Since the capacity and resources of NADF and ADFs at this stage are limited, it is indispensable that NADF and ADFs have a better collaboration with Ministry of Agriculture, Tajik Agrarian University, Academy of Agricultures Science, etc. Through the Project implementation, the collaboration among them is expected to be strengthened.

Output 2: The capacity of NADF and the selected ADFs for supporting DFs is strengthened.

The existing services provided by NADF and ADFs will be examined and improved including technical trainings, information services, collective buying/selling, etc. Through the Project implementation, such capacity of NADF and ADFs for supporting DFs is to be strengthened.

5. Target areas of the Project

Both sides confirmed the followings.

(1) Target areas

The target areas are the followings,

- Subordinate Republican Districts
- Khatlon Region

(2) Number of pilot ADFs

The number of pilot ADFs is 3(three) at most.

The pilot ADFs will be selected according to the set criteria in the course of the Project implementation.

6. Provision of Equipment

Both sides confirmed the equipment that may be procured in the course of the Project

Relevant key agricultural institutions are Ministry of Agriculture(MOA), Tajik Agrarian University, Academy of Agricultures Science, etc.



p.=/2-

is listed in the ANNEX III of the attached Draft Record of Discussions (Annex 4).

The actual necessity of equipment as well as number and its specification of equipment shall be examined before the procurement. Other equipment mutually agreed upon as necessary for the implementation of the Project will be also provided.

7. Term of the Project

The Term of Project will be 3 (three) years considering the necessity of two times of all year around activities of the agrarian organizations. The Term of Project will be formally set and agreed when signing of R/D.

8. Implementing agency of the Project

The Ministry of Agriculture will be the implementing agency of the Project.

The NADF will be working as a coordinating body as well as an implementing body in close communication with the Ministry of Agriculture.

The implementing structure of the Project is shown schematically as Annex 5.

9. Collaboration with other organizations for successful implementation of the Project The Ministry of Agriculture and NADF will have the responsibility of coordinating/organizing the better relationship and joint-working environment among the different ministries/ departments / organizations of Tajik side.

10. Joint Coordinating Committee

For effective implementation of the Project, both sides agreed to establish a Joint Coordinating Committee (JCC). The expected responsibilities and the membership of the JCC are described in the attached draft Record of Discussions (see Annex 4).

II. OTHER RELEVANT ISSUES FOR IMPLEMENTATION OF THE PROJECT

1. Management of the budget provided by JICA

The Japanese expert, Project Coordinator, will be fully responsible and accountable for the budget provided by JICA Tajikistan Office for the implementation of the Project. The planning and expenditure of the budget will be done in consultation with the Tajik side.

III. DRAFT RECORD OF DISCUSSIONS

The Draft Record of Discussions is attached as Annex 4. After going through the JICA's internal approval, the Record of Discussions will be formally signed by the Resident Representative of JICA Tajikistan Office and the representative of the



1.-432

3

Ministry of Agriculture.

The Team explained the rough schedule of the Project implementation after the Detail Planning Survey; the signing of Record of Discussions would be around September 2009 and the commencement of the Project would be around November 2009.

Annexes:

| Annex 1 | Tentative Framework of the Project |
|---------|---------------------------------------|
| Annex 2 | Tentative Project Design Matrix (PDM) |
| Annex 3 | Tentative Plan of Operation |
| Annex 4 | Draft Record of Discussions (R/D) |
| Annex 5 | Implementing Structure |

f

p. As no

Tentative Framework of the Project

Overall Goal

Agricultural extension service through NADF and the ADFs in the targeted Regions is improved.

Project Purpose

Agricultural extension service through NADF and the selected ADFs is improved.

Outputs

- Collaboration between NADF, the selected ADFs and relevant key agricultural institutions is strengthened.
- 2. The capacity of NADF and the selected ADFs for supporting DFs is strengthened.

Activities

- 1-1 To establish a working group or a responsible office for DFs and ADFs in the Ministry of Agriculture.
- 1-2 To prepare a support program for DFs and ADFs according to the Memorandum of Understandings.
- $1 \hbox{-} 3$ To implement a part of the support program for DFs and ADFs.
- 1-4 To hold regular consultation meetings among the relevant key agricultural institutions.
- 2-1 To select target ADFs based on the agreed selection criteria.
- 2-2 To conduct a baseline survey for DFs and the selected ADFs.
- 2-3 To improve and prepare training manuals and tools based on the identified needs.
- 2-4 To conduct technical trainings for the selected ADFs and DFs.
- 2-5 To improve agricultural information system.
- 2-6 To conduct various activities such as collective buying /selling, processing etc.

&

p. -/2 ---

5

8th July 2009 Project Design Matrix (PDM)

Project Name: Project for Improvement of Agricultural Extension Service through Reinforcing Agrarian Organizations
Target Group: Dehkan farmers (DF) in the selected Associations of Dehkan Farms (ADFs)

| Target area: Subordinate Republican Districts and Khatlon Region Narrative Summary | Objectively Verifiable Indicators ¹ | Means of Verification | 3 years from November 2009 Important Assumptions |
|--|--|---|--|
| Overall Goal | Objectively vermable indicators | Wieans of verification | Important Assumptions |
| Agricultural extension service through NADF and the ADFs in the targeted Regions is improved. | - The number of training conducted - The number of DFs participated - Satisfaction of DFs | - NADF Report, ADF Report - Questionnaire survey | |
| Project Purpose Agricultural extension service through NADF and the selected ADFs is improved. | - The number of training conducted - The number of DFs participated - Satisfaction of DFs | NADF Report, ADF Report Baseline survey & Project Monitoring Report | - Trained C/Ps continue to work in the positions. |
| Output 1 Collaboration between NADF, the selected ADFs and relevant key agricultural institutions ² is strengthened. Output 2 | - The number of consultations made - The number of joint efforts | Minutes of consultation meetings Minutes of JCC Project Monitoring Report | - Trained C/Ps continue to work in the positions. - No severe natural disasters |
| The capacity of NADF and the selected ADFs for supporting DFs is strengthened. | The number of improved training course The number of improved manuals and tools The improved information system The improved collective activities (Indicators are to be set in the first 9 months of Project) | - NADF Report - Project Monitoring Report | occur that have serious impact on DFs' economy. |
| Activities | Inpu | ıt | |
| 1-1 To establish a working group or a responsible office for DFs and ADFs in the Ministry of Agriculture. 1-2 To prepare a support program for DFs and ADFs according to the Memorandum of Understandings. 1-3 To implement a part of the support program for DFs and ADFs. 1-4 To hold regular consultation meetings among the relevant key agricultural institutions. 2-1 To select target ADFs based on the agreed selection criteria. 2-2 To conduct a baseline survey for DFs and the selected ADFs. | (1) Inputs from Tajik side 1. Project personnel and counterpart personnel 1) Project Director 2) Project Manager 3) Project Coordinator 4) Counterparts (C/P) 2. Land and facilities 1) Project office in MOA 3. Administrative and Operational Cost | (2) Inputs from Japanese side | - Trained C/Ps continue to work in the positions. |
| 2-3 To improve and prepare training manuals and tools based on the identified needs. | All the salaries of staff of MOA, NADF, ADFs | | Preconditions |
| 2-4 To conduct technical trainings for the selected ADFs and DFs. 2-5 To improved agricultural information system. 2-6 To conduct various activities such as collective buying /selling, processing etc. | 2) Administration costs | | - There is no significant change over the policy on Dehkan farms and associations. |

P. 232

By the end of Project except for Overall Goal.

Relevant key agricultural institutions are Ministry of Agriculture(MOA), Tajik Agrarian University, Academy of Agricultures Science, etc.

Project Title: Project for Improvement of Agricultural Extension Service through Reinforcing Agrarian Organizations

Date: 8 July 2009 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 6 7 8 9 10 Activities 1. Collaboration between NADF, the selected ADFs and relevant key agricultural institutions is strengthened. 1-1. To establish a working group or a responsible office for DFs and ADFs in the Ministry of Agriculture. 1-2. To prepare a support program for DFs and ADFs according to the Memorandum of Understanding. 1-3. To implement a part of the support program for DFs and ADFs. 1-4. To hold regular consultation meetings among the relevant key agricultural institutions. 2. The capacity of NADF and the selected ADFs for supporting DFs is strengthened. 2-1. To select target ADFs based on the agreed selection 2-2. To conduct a baseline survey for DFs and the selected 2-3. To improve and prepare training manuals and tools based on the identified needs. 2-4. To conduct technical trainings for the selected ADFs and 2-5. To improve agricultural information system. 2-6. To conduct various activities such as collective buying /selling, processing etc.

Polano

RECORD OF DISCUSSIONS BETWEEN THE JICA TAJIKISTAN OFFICE AND THE AUTHORITIES CONCERNED OF THE MINISTRY OF AGRICULTURE OF TAJIKISTAN ON JAPANESE TECHNICAL COOPERATION FOR THE PROJECT FOR IMPROVEMENT OF AGRICULTURAL EXTENSION SERVICE THROUGH REINFORCING AGRARIAN ORGANIZATIONS IN THE REPUBLIC OF TAJIKISTAN

The Resident Representative of the Japan International Cooperation Agency (hereinafter referred to as "JICA") in the Republic of Tajikistan(hereinafter referred to as "Tajikistan") exchanged views and had a series of discussions with authorities concerned with respect to desirable measures to be taken by JICA and the Ministry of Agriculture in Tajikistan for the successful implementation of the Project for Improvement of Agricultural Extension Service through Reinforcing Agrarian Organizations.

As a result of the discussions, and in accordance with the provisions of the Agreement on Technical Cooperation between the Government of Japan and the Government of Tajikistan, signed in Dushanbe on February 15, 2005 (hereinafter referred to as "the Agreement"), the Resident Representative of JICA and the representatives of the Ministry of Agriculture in Tajikistan agreed to recommend to their respective Governments the matters referred to in the document attached hereto.

Done in duplicate in the English and the Russian languages, both texts shall be equally authentic. In case of any divergence of interpretation, the English text shall prevail.

Dushanbe, th, 2009

Seiji Kaiho Resident Representative, JICA Tajikistan Office Amirov Rahmonali First Deputy Minister of Agriculture Republic of Tajikistan

p. =/3-20

f

THE ATTACHED DOCUMENT

I. COOPERATION BETWEEN JICA AND THE MINISTRY OF AGRICULTURE

- 1. Ministry of Agriculture will implement the Project for Improvement of Agricultural Extension Service through Reinforcing Agrarian Organizations (hereinafter referred to as "the Project") in cooperation with JICA.
- 2. The Project will be implemented in accordance with the Master Plan which is given in Annex I.

II. MEASURES TO BE TAKEN BY JICA

In accordance with the laws and regulations in force in Japan and the provisions of Article III of the Agreement, JICA, as the executing agency for technical cooperation by the Government of Japan, will take, at its own expense, the following measures according to the normal procedures of its technical cooperation scheme.

1. DISPATCH OF JAPANESE EXPERTS

JICA will provide the services of the Japanese experts as listed in Annex II. The provision of Articles V, VI, VII and X of the Agreement will be applied to the above-mentioned experts.

2. PROVISION OF MACHINERY AND EQUIPMENT

JICA will provide such machinery, equipment and other materials (hereinafter referred to as "the Equipment") necessary for the implementation of the Project as listed in Annex III. The provision of Article VII of the Agreement will be applied to the Equipment.

3. TRAINING OF TAJIK_PERSONNEL IN JAPAN

JICA will receive the Tajik personnel connected with the Project for technical training in Japan.

III. MEASURES TO BE TAKEN BY THE MINISTRY OF AGRICULTURE OF TAJIKISTAN

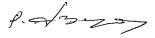
f

para -

- 1. The Ministry of Agriculture of Tajikistan will take necessary measures to ensure that the self-reliant operation of the Project will be sustained during and after the period of Japanese technical cooperation, through full and active involvement in the Project by all related authorities, beneficiary groups and institutions.
- 2. The Ministry of Agriculture of Tajikistan will ensure that the technologies and knowledge acquired by the Tajik nationals as a result of the Japanese technical cooperation will contribute to the economic and social development of Tajikistan.
- 3. In accordance with the provisions of Articles V and VII of the Agreement, the Government of Tajikistan will grant in Tajikistan privileges, exemptions and benefits to the Japanese experts referred to in II-1 above and their families.
- 4. In accordance with the provisions of Article VII of the Agreement, the Government of Tajikistan will take the measures necessary to receive and use the Equipment provided by JICA under II-2 above and equipment, machinery and materials carried in by the Japanese experts referred to in II-1 above.
- 5. The Ministry of Agriculture of Tajikistan will take necessary measures to ensure that the knowledge and experience acquired by the Tajik personnel from technical training in Japan will be utilized effectively in the implementation of the Project.
- 6. In accordance with the provision of Article V of the Agreement, the Ministry of Agriculture of Tajikistan will provide the services of Tajik counterpart personnel and administrative personnel as listed in Annex IV.
- 7. In accordance with the provision of Article V of the Agreement, the Ministry of Agriculture of Tajikistan will provide the offices and facilities as listed in Annex V.
- 8. In accordance with the laws and regulations in force in Tajikistan, the Ministry of Agriculture of Tajikistan will take necessary measures as much as possible to supply or replace at its own expense machinery, equipment, instruments, vehicles, tools, spare parts and any other materials necessary for the implementation of the Project other than the Equipment provided by JICA



2



under II-2 above.

9. In accordance with the laws and regulations in force in Tajikistan, the Ministry of Agriculture of Tajikistan will take necessary measures as much as possible to meet the running expenses necessary for the implementation of the Project, which includes utility payments, running cost of equipments, communication cost excluding international phone calls.

IV. ADMINISTRATION OF THE PROJECT

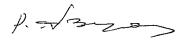
- 1. First Deputy Minister of Agriculture, as the Project Director, will bear overall responsibility for the administration and implementation of the Project.
- 2. Chief of National Association of Dehkan Farms, as the Project Manager, will be responsible for the managerial and technical matters of the Project.
- Head of Economic Policy and Planning Division of the Ministry of Agriculture, as the Project Coordinator, will coordinate various day to day activities of Project on behalf of the Ministry of Agriculture.
- 4. The Japanese Chief Advisor will provide necessary recommendations and advice to the Project Director and the Project Manager on any matters pertaining to the implementation of the Project.
- The Japanese experts will give necessary technical guidance and advice to Tajik
 counterpart personnel on technical matters pertaining to the implementation of
 the Project.
- 6. For the effective and successful implementation of technical cooperation for the Project, a Joint Coordinating Committee will be established whose functions and composition are described in Annex VI.

V. JOINT EVALUATION

Evaluation of the Project will be conducted jointly by JICA and the Tajik authorities concerned, at around the last six months of the cooperation term in order to examine the level of achievement.



3



VI. CLAIMS AGAINST JAPANESE EXPERTS

In accordance with the provision of Article VI of the Agreement, the Government of Tajikistan undertakes to bear claims, if any arises, against the Japanese experts engaged in technical cooperation for the Project resulting from, occurring in the course of, or otherwise connected with the discharge of their official functions in Tajikistan except for those arising from the willful misconduct or gross negligence of the Japanese experts.

VII. MUTUAL CONSULTATION

There will be mutual consultation between JICA and the Ministry of Agriculture of Tajikistan on any major issues arising from, or in connection with this Attached Document.

VIII. MESURES TO PROMOTE UNDERSTANDING OF AND SUPPORT FOR THE PROJECT

For the purpose of promoting support for the Project among the people of Tajikistan, the Government of Tajikistan will take appropriate measures to make the Project widely known to the people of Tajikistan.

IX. TERM OF COOPERATION

The duration of the technical cooperation for the Project under this Attached Document will be 3 (three) years starting from the date when the first Japanese expert arrives in Tajikistan.

ANNEX I MASTER PLAN OF THE PROJECT

ANNEX II LIST OF JAPANESE EXPERTS

ANNEX III LIST OF MACHINERY AND EQUIPMENT

ANNEX IV LIST OF COUNTERPART AND ADMINISTRATIVE PERSONNEL

ANNEX V LIST OF BUILDINGS AND FACILITIES

ANNEX VI JOINT COORDINATING COMMITTEE

f

4

pa/s

Annex 4

(draft)

ANNEX I

MASTER PLAN OF THE PROJECT

(Same to the Annex 1 Tentative Framework of the Project)

4

f. . 13 20

Annex 4

(draft)

ANNEX II

LIST OF JAPANESE EXPERTS

Fields of expertise to be covered by the Japanese experts are as follows:

(Long-term experts)

- 1. Chief Advisor
- 2. Strengthening Agrarian Organization
- 3. Training Management
- 4. Project Coordinator

Note: The Chief advisor and/or Project Coordinator may serve concurrently as one of the sector experts.

(Short-term experts)

Short-term experts will be dispatched according to the necessity.

f

P. 23-20

ANNEX III

LIST OF MACHINERY AND EQUIPMENT

- Equipment for Ministry of Agriculture
 office equipment(computer, printer, etc.)
- Equipment for agrarian organizations
 Necessary equipment for strengthening the function of NADF and the selected ADFs will be discussed and decided in the course of the Project implementation(e.g. tractor)

Note: The actual necessity of equipment as well as number and its specification of equipment shall be examined before the procurement. Other equipment mutually agreed upon as necessary for the implementation of the Project will be also provided.

7

f. Lar

ANNEX IV

LIST OF COUNTERPART AND ADMINISTRATIVE PERSONNEL

1. Project Director

First Deputy Minister of Agriculture

2. Project Manager

Chief of National Association of Dehkan Farms

3. Project Coordinator

Head of Economic Policy and Planning Division of the Ministry of Agriculture

4. Counterparts

Head of Plant Crop Division of the Ministry of Agriculture

Head of Science Division of the Ministry of Agriculture

Chiefs of selected Association of Dehkan Farms(district-level)

Related staff in the NADF and the selected ADFs

L

f. As 200

Annex 4

(draft)

ANNEX V

LIST OF BUILDINGS AND FACILITIES

- 1. Office space, furniture, facilities of communication and public utilities, and meeting rooms necessary for Japanese experts to undertake project activities in the Ministry of Agriculture
- 2. Other facilities mutually agreed upon as necessary for the implementation of the Project

f f

P. 4/2-20

ANNEX VI

JOINT COORDINATING COMMITTEE

- 1. The Joint Coordinating Committee (hereinafter referred to as "JCC") will be organized and meet at least once a year and whenever necessity arises, in order to fulfill the following functions;
- (1) To formulate the annual work plan of the Project
- (2) To review the progress of the Project
- (3) To review and exchange opinions on major issues that may arise during the implementation of the Project
- (4) To discuss any other issue(s) pertinent to the smooth implementation of the Project
- 2. The JCC members will be as follows;

(1)Tajik side:

Project Director (Chairperson of the JCC)

Project Manager

Project Coordinator (MOA)

Representative(s) of the Tajik Agrarian University

Representative(s) of the Tajik Academy of Agricultural Science

Representative(s) of the Department of Agriculture in the selected District Offices

Note: The JCC members of the Tajik side will be determined by the signing of formal R/D.

(2)Japanese side:

Resident Representative of JICA Tajikistan Office Japanese experts

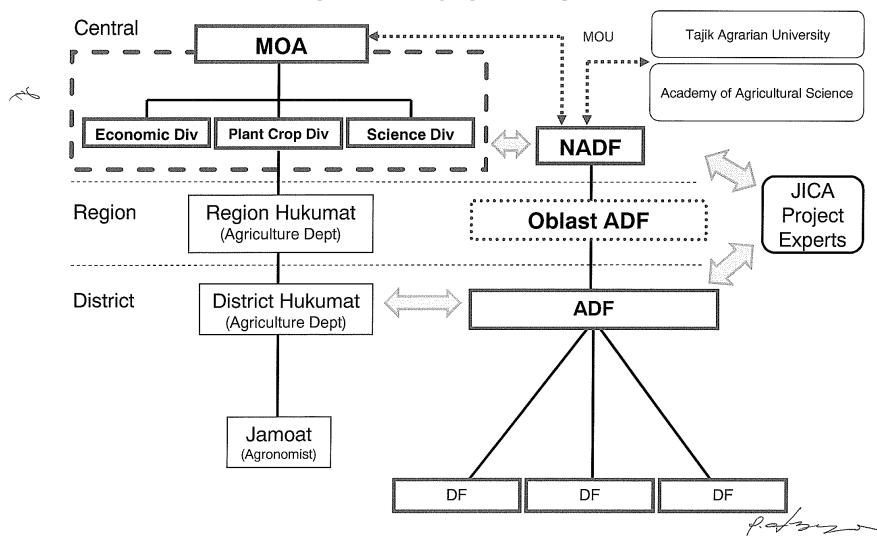
Note:

- Representative(s) of the Embassy of Japan may participate in the JCC as observer(s).
- The Chairperson may invite other related personnel to JCC when necessary.

10

f. of sy

The Project for Improvement of Agricultural Extension Service through Reinforcing Agrarian Organizations



ПРОТОКОЛ ВСТРЕЧ МЕЖДУ

ЯПОНСКОЙ ИССЛЕДОВАТЕЛЬСКОЙ ГРУППОЙ ПО ДЕТАЛЬНОМУ ПЛАНИРОВАНИЮ И

МИНИСТЕРСТВОМ СЕЛЬСКОГО ХОЗЯЙСТВО РЕСПУБЛИКИ ТАДЖИКИСТАН ПО ЛИНИИ

ЯПОНСКОГО ТЕХНИЧЕСКОГО СОТРУДНИЧЕСТВА В РАМКАХ

ПРОЕКТА ПО УЛУЧШЕНИЮ РАСШИРЕННЫХ СЕЛЬСКОХОЗЯЙСТВЕННЫХ УСЛУГ ПУТЕМ УКРЕПЛЕНИЯ СЕЛЬСКОХОЗЯЙСТВЕННЫХ ОРГАНИЗАЦИЙ В РЕСПУБЛИКЕ ТАДЖИКИСТАН

В ответ на запрос от Правительства Таджикистана, Исследовательская группа по детальному планированию (в дальнейшем именуемая "Группа"), организованная Японским агентством международного сотрудничества (в дальнейшем именуемым "JICA") и возглавляемая г-ном Минору ХОММА, была направлена в Таджикистан с июня по июль 2009г. Данное исследование проводилось с целью обсуждения структуры проекта технического сотрудничества, т.е. проекта по улучшению расширенных сельскохозяйственных услуг путем укрепления сельскохозяйственных организаций. (в дальнейшем именуемого "Проект").

В течение своего пребывания в Таджикистане, группа обменялась мнениями представлениями и провела ряд переговоров с таджикскими заинтересованными ведомствами.

В результате обсуждений, Группа и Таджикская сторона пришли к согласованию по вопросам указанным в приложенных документах.

Документ составлен в двух экземплярах на английском и русском языках, причем оба текста имеют равную ценность. В случае любых расхождений в толковании, английский текст будет превалировать.

Душанбе, 8 июля 2009 г.

Минору ХОММА

Руководитель группы,

Исследовательская группа по детальному

планированию

Японское агентство международного

сотрудничества

Рахмонали АМИРОВ

Первый Заместитель Министра,

Сельского

Хозяйства

Республики Таджикистан

ПРИЛАГАЕМЫЙ ДОКУМЕНТ

Аббревиатура:

НАДХ: Национальная Ассоциация Дехканских (Фермерских) Хозяйств

АДХ: Ассоциация Дехканских Хозяйств (районный уровень)

ДХ: Дехканское Хозяйство

І. КРАТКОЕ СОДЕРЖАНИЕ ПРОЕКТА

1. Соглашение по техническому сотрудничеству

Обе стороны подтвердили, что Проект будет осуществляться в соответствии с условиями Соглашения по техническому сотрудничеству между Правительством Японии и Правительством Таджикистана, подписанного в Душанбе 15 февраля 2005 г. (в дальнейшем именуемого "Соглашение").

2. Название Проекта

Обе стороны согласились изменить название Проекта от ее первоначальное названия «Проект по созданию показательной модели системы расширенных сельскохозяйственных услуг путем укрепления сельскохозяйственных организаций» на «Проект по улучшению расширенных сельскохозяйственных услуг путем укрепления сельскохозяйственных организаций».

3. Предварительная структура проекта

Обе стороны согласовали предварительный вариант структуры Проекта, который предлагается в качестве Предварительной Структуры Проекта (Приложение 1), Предварительной Матрицы разработки Проекта (МРП) (Приложение 2) и Предварительного Плана работы (ПР) (Приложение 3).

Структура Проекта будет окончательно утверждена, когда Протокол обсуждений (П/О) будет подписан.

4. Цели и результаты Проекта (см. Приложение 1).

Обе стороны утвердили цели и результаты Проекта, описанных в Предварительной Структуре Проекта (Приложение 1), следующим образом:

<u>Цель Проекта: Расширенные сельскохозяйственные услуги предоставляемые НАДХ и АДХ улучшены.</u>

Проект нацелен на укрепление НАДХ и АДХ для того, чтобы они в свою очередь могли предоставить улучшенные услуги своим членам, то есть дехканским хозяйствам.

Для реализации данной цели необходимо:

1) Обязательное сотрудничество и поддержка, а также дальнейшее

) '

P. 43-20

1

укрепление этих отношений, со стороны Министерства сельского хозяйства, Таджикского Аграрного Университета, Академии сельскохозяйственных наук, и т.д.

2) Также очень важно усилить потенциал НАДХ и АДХ для того, чтобы они могли предоставлять более улучшенные услуги (включая технологий, информации, и т.д.) Дехканским Хозяйствам.

К концу реализации Проекта ожидается, что ДХ получают более улучшенные услуги от НАДХ и АДХ в реализации своей сельскохозяйственной деятельности, а также ДХ более уверены в поддержке со стороны НАДХ и АДХ.

<u>Результат 1:</u> Сотрудничество между НАДХ, отобранных АДХ и соответствующих сельскохозяйственных организаций¹ будет улучшено.

Так как потенциал и ресурсы НАДХ и АДХ на данном этапе ограничены, НАДХ и АДХ крайне необходимо иметь более плодотворное сотрудничество с Министерством сельского хозяйства, Таджикским Аграрным Университетом, Академией сельскохозяйственных наук, и т.д..

Путем реализации Проекта ожидается улучшить сотрудничество между ними.

<u>Результат 2:</u> Потенциал НАДХ и отобранных АДХ для поддержки ДХ усилен.

Существующие предоставляемые услуги НАДХ и АДХ будут изучены и улучшены включая технической стажировки, информационные услуги, коллективные закупки/продажи, и т.д.

Путем реализации Проекта данный потенциал НАДХ и АДХ для поддержки ДХ улучшиться.

5. Целевые регионы по проекту

Обе стороны подтвердили следующее:

(1) Целевые регионы

Целевые регионы - это:

- Районы Республиканского Подчинения
- Хатлонская область

 $^{^1\,}$ K соответствующим сельскохозяйственным организациям относятся: Министерство сельского хозяйства (МСХ), Таджикский аграрный Университет, Академия сельскохозяйственных наук, и т.д.



2

p. of 3-2

(2) Число пилотных АДХ

Количество пилотных АДХ не более 3 (три).

Пилотные АДХ будут отобраны в соответствии с соответствующими критериями в ходе реализации Проекта.

6. Предоставление оборудования

Обе стороны подтвердили список оборудований, приведенный в Приложении III прилагаемого Проекта Протокола Обсуждений (Приложение 4), которые могут быть приобретены в ходе реализации Проекта.

Фактически необходимость оборудования, а также его количество и спецификация будут уточнены перед закупкой, другие оборудование будут поставлены по согласованию при необходимости для реализации Проекта.

7. Продолжительность Проекта

Продолжительность Проекта составит 3 (три) года, принимая во внимание проведение двукратных круглогодичных мероприятий сельскохозяйственных организаций. Продолжительность Проекта будет формально установлена и согласована при подписании Протокола обсуждений.

8. Организация по реализации проекта.

Министерство сельского хозяйства будет исполнителем проекта.

НАДХ будет работать как координационный орган, так же как орган по реализации Проекта в тесном сотрудничестве с Министерством сельского хозяйства.

Структура реализации Проекта показано схематически как приложение 5.

- 9. Сотрудничество с другими организациями в целях успешной реализации Проекта. Министерство сельского хозяйства и НАДХ несут ответственность за координацию/организацию взаимодействия и совместной рабочей среды с различными министерствами/ управлениями/ организациями с таджикской стороны.
- 10. Совместный координационный комитет.

С целью эффективной реализации Проекта, обе стороны согласились учредить Совместный координационный комитет (СКК). Ожидаемые обязанности и членство в СКК приведены в прилагаемом проекте Протокола обсуждений (см. Приложение 4).

II. ПРОЧИЕ ВОПРОСЫ СВЯЗАННЫЕ С РЕАЛИЗАЦИЕЙ ПРОЕКТА

1. Управление бюджетом, предоставленным JICA.

3 fatasas

Японский эксперт, Координатор проекта, будет полностью ответственным и подотчетным за бюджет по реализации Проекта, предоставленный Представительством JICA в Таджикистане. Планирование и расходование средств из бюджета будут осуществляться в консультации с Таджикской стороной.

III. ПРОЕКТ ПРОТОКОЛА ОБСУЖДЕНИЙ.

Проект Протокола обсуждений прилагается в Приложении 4. После прохождения процедуры внутреннего одобрения в JICA, Протокол обсуждений будет формально подписан Главой Представительства JICA в Таджикистане и представителем Министерства сельского хозяйства Республики Таджикистан после прохождения процедуры внутреннего ободрения JICA.

Группа разъяснил примерный график работы после завершения исследования по детальному планированию: подписание Протокола обсуждений состоится приблизительно в сентябре 2009 года, а начало Проекта приходится, приблизительно, на ноябрь 2009 года.

Приложения:

Приложение 1 Предварительная Структура Проекта

Приложение 2 Предварительная Матрица разработки Проекта (МРП)

Приложение 3 Предварительный План работы

Приложение 4 Проект Протокола обсуждений (П/О)

Приложение 5 Организационные структуры

7 Y

J. ofsy

Предварительная Структура Проекта

Общая цель

Расширенные сельскохозяйственные услуги предоставляемые НАДХ и АДХ в целевых регионах улучшены.

Цель проекта

Расширенные сельскохозяйственные услуги предоставляемые НАДХ и отобранных АДХ улучшены.

Результаты

<u>1.</u>Сотрудничество между НАДХ, отобранных АДХ и соответствующих сельскохозяйственных организаций улучшено.

2. Потенциал НАДХ и отобранных АДХ для поддержки ДХ усилен.

Мероприятия

- 1-1. Создать рабочую группу или ответственный орган для ДХ и АДХ в Министерстве сельского хозяйства.
- 1-2. Подготовить программу поддержки для ДХ и АДХ в соответствии с Меморандумом Соглашения.
- 1-3. Реализовать часть программы поддержки для ДХ и АДХ.
- 1-4. Провести регулярные консультационные встречи между соответствующими ключевыми сельскохозяйственными организациями.
- 2-1. Отбор целевых АДХ на основе договоренных критерий для отбора
- 2-2. Проведение базового изучения для ДХ и отобранных АДХ
- 2-3. Улучшение и подготовка руководств по обучению и методов основанных на определенных нужд.
- 2-4. Проведение технических тренингов для отобранных АДХ и ДХ
- 2-5. Улучшение системы предоставления сельскохозяйственной информации.
- 2-6. Проведение различных мероприятий, таких как коллективных закупок/продаж, переработки, и т.д.

A-13-20

5

8 Июль 2009 Матрица Разработки Проекта

Название Проекта: Проекта по улучшению расширенных сельскохозяйственных услуг путем укрепления сельскохозяйственных организаций Целевые группы: Дехканские Хозяйства (ДХ) в отобранных Ассоциаций Дехканских Хозяйств (АДХ)

| Описательное резюме | Объективно проверяемые показатели | Средства проверки | Важные предположения |
|--|---|--|---|
| Главная цель Расширенные сельскохозяйственные услуги предоставляемые НАДХ и АДХ в целевых регионах улучшены. | - Количество проводимых тренингов - Количество ДХ принявших участие - Удовлетворение ДХ | - Отчет НАДХ, Отчет АДХ | |
| Цель проекта Расширенные сельскохозяйственные услуги предоставляемые РАДХ и отобранных АДХ улучшены. | - Количество проводимых тренингов - Количество ДХ принявших участие - Удовлетворение ДХ | - Отчет НАДХ, Отчет АДХ - Основной Опрос & Отчет по Мониторингу Проекта | - Обученные Партнеры продолжают работать на своих рабочих местах |
| Результат 1 Сотрудничество между НАДХ, отобранных АДХ и соответствующих сельскохозяйственных организаций² улучшено. | - Количество проводимых консультаций - Количество совместных усилий | Протокол Консультативное Собрание Протокол Minutes of JCC Отчет по Мониторингу Проекта | - Обученные Партнеры продолжают работать на своих рабочих местах |
| Результат 2 Потенциал НАДХ и отобранных АДХ для поддержки ДХ усилен | - Количество усовершенствованных учебных курсов - Количество усовершенствованных пособий и справочников - Улучшение информационной системы - Улучшение совместной деятельности (Необходимо определить показателей в первые 9 месяцев Проекта) | - Отчет НАДХ - Отчет по Мониторинга проекта | - Не каких природных бедствий, которые имеют серьезные последствия экономике ДХ, не произошло |
| Мероприятия | Затра | | |
| 1-1 Создать рабочую группу или ответственный орган для ДХ и АДХ в Министерстве сельского хозяйства. 1-2 Подготовить программу поддержки для ДХ и АДХ в соответствии с Меморандумом Соглашения. | (1) Затраты с Таджикского стороны 1.Штат проекта и Штат партнера 1) Директор Проекта 2) Менеджер Проекта | (2) Затраты с Японского стороны 1. Долгосрочные Эксперты Два Долгосрочных Экспертов 2. Краткосрочные Эксперты | - Обученные Партнеры продолжают работать на своих рабочих местах |
| 1-3. Реализовать часть программы поддержки для ДХ и АДХ. | 3) Партнеры (С/Р) 2.Территория (участок) и оборудование | 3.Партнерские Обучение 4. Оборудование | |
| 1-4.Провести регулярные консультационные встречи между | 1) Офис Проекта в Министерство | 5. Управленческие Расходы | |
| соответствующими ключевыми сельскохозяйственными | Сельское Хозяйство 3.Административные и Управленческие | Необходимые Расходы, для деятельности включая | |
| | | | |

4.2

¹ К концу Проекта, если не указанно иное ² К соответствующим сельскохозяйственным организациям относятся: Министерство сельского хозяйства (МСХ), Таджикский аграрный Университет, Академия сельскохозяйственных наук, и т.д.

| | Описательное резюме | Объективно проверяемые показатели ¹ | Средства проверки | Важные предположения |
|------|---|--|-------------------|---|
| 2-1. | Отбор целевых АДХ на основе договоренных критерий для отбора | Вся заработная плата сотрудников МСХ, НАДХ, АДХ Административные расходы | | Предусловия - Значительные изменения во |
| 2-2. | Проведение базового изучения для ДХ и отобранных АДХ | 2) Административные расходы | | введения политике по |
| 2-3. | Улучшение и подготовка руководств по обучению и методов | | | отношению к Дехканским Хозяйствам и ассоциациям |
| | основанных на определенных нужд. | | | не произошли. |
| 2-4. | Проведение технических тренингов для отобранных АДХ и ДХ | | | |
| 2-5. | Улучшение системы предоставления сельскохозяйственной | | | |
| | информации. | | | |
| 2-6. | Проведение различных мероприятий, таких как коллективных | | | |
| | закупок/продаж, переработки, и т.д. | | | |
| | | | | |



1-/3-

Предварительный план работы (ПР)

08 Июля 2009 г.

| Название проекта: Проект по улучшению расширенных сельскохозяйственн | ых ус | луг п | /Ten | 1 укр | епло | ення | сел | ьск | 0X03 | яйс | твен | ных | (opi | гани | зац | ий | | | | | | | | | | | | | | | | |
|--|-------|-------|------|-------|------|------|-----|-----|------|-----|------|-----|-------|------|-----|----|---|---|---|-----|---|------|-----|----|---|---|---|---|-----|---|---|------|
| Мероприятия | 11 | 12 | 1 | 2 83 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 1 | 2 | 3 | 4 | 5 | 6 | 7 : | 3 | 9 10 | 111 | 12 | 1 | 2 | 3 | 4 | 5 6 | 7 | 8 | 9 10 |
| 1. Сотрудничество между НАДХ, отобранных АДХ и соответствующих сельскохозяйственных организаций улучшено | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1-1. Создать рабочую группу или ответственный орган для ДХ и АДХ в Министерстве сельского хозяйства | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1-2. Подготовить программу поддержки для ДХ и АДХ в соответствии с Меморандумом Соглашения | | | | | | | | | | | | | | | | | | | | | - | | | | | | | | | | | |
| 1-3. Реализовать часть программы поддержки для ДХ и АДХ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1-4. Провести регулярные консультационные встречи между соответствующими ключевыми сельскохозяйственными | | | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. Потенциал НАДХ и отобранных АДХ для поддержки ДХ усилен | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2-1. Отбор целевых АДХ на основе договоренных критерий для отбора | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2-2. Проведение базового изучения для ДХ и отобранных АДХ | | | | | | | | | | | | | | | 1 | | | | | | | | | | | | | | | | | |
| 2-3. Улучшение и подготовка руководств по обучению и методов основанных на определенных нужд | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2-4. Проведение технических тренингов для отобранных АДХ и ДХ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2-5. Улучшение системы предоставления сельскохозяйственной информации | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2-6. Проведение различных мероприятий, таких как коллективных закупок/продаж, переработки, и т.д. | | | | | | 111 | | | | 1 | | | | | | | | | | | | | | | | | | | | | | |

P. - 13.

ПРОТОКОЛ ОБСУЖДЕНИЙ **МЕЖДУ ПРЕДСТАВИТЕЛЬСТВОМ ЈІСА В ТАДЖИКИСТАНЕ И МИНИСТЕРСТВОМ СЕЛЬСКОГО ХОЗЯЙСТВО** РЕСПУБЛИКИ ТАДЖИКИСТАН ПО ПОВОДУ ЯПОНСКОГО ТЕХНИЧЕСКОГО СОТРУДНИЧЕСТВА В РАМКАХ ПРОЕКТА ПО УЛУЧШЕНИЮ РАСШИРЕННЫХ СЕЛЬСКОХОЗЯЙСТВЕННЫХ УСЛУГ ПУТЕМ УКРЕПЛЕНИЯ СЕЛЬСКОХОЗЯЙСТВЕННЫХ ОРГАНИЗАЦИЙ В РЕСПУБЛИКЕ ТАДЖИКИСТАН

Глава Представительства Японского агентства международного сотрудничества (в дальнейшем именуемого «JICA») в Республике Таджикистан (в дальнейшем именуемого «Таджикистан») обменялся взглядами и провел ряд обсуждений с представителями правительства, заинтересованными в мерах, которые, желательно, будут предприняты JICA и Министерством сельского и хозяйства Республики Таджикистан для успешного выполнения Проекта по улучшению расширенных сельскохозяйственных услуг путем укрепления сельскохозяйственных организаций.

В результате обсуждений и в соответствии с условиями Соглашения по техническому сотрудничеству между Правительством Японии и Правительством Таджикистана, подписанного в Душанбе 15 февраля 2005 года (в дальнейшем "Соглашение"), Глава представительства JICA и представители именуемого Министерства сельского хозяйства Таджикистана согласились рекомендовать своим соответствующим Правительствам материалы, упомянутые в прилагаемом документе.

Документ составлен в двух экземплярах: на английском и русском языках, причем оба текста имеют равную ценность. В случае любых расхождений в толковании, английский текст будет превалировать.

| Сейджи КАЙХО | Рахмонали АМИРОВ |
|--------------|------------------|
| | 1. 200 |
| | |
| | Душанбе 2009 г. |

Глава Представительства Японское агентство международного сотрудничества в Таджикистане

Первый Заместитель Министра, Сельского Хозяйства. Республики Таджикистан

ПРИЛАГАЕМЫЙ ДОКУМЕНТ

- СОТРУДНИЧЕСТВО МЕЖДУ ЈІСА И МИНИСТЕРСТВОМ СЕЛЬСКОГО И ВОДНОГО ХОЗЯЙСТВА
- 1. Министерство сельского хозяйства реализует Проект по улучшению расширенных сельскохозяйственных услуг путем укрепления сельскохозяйственных организаций (в дальнейшем именуемый "Проект") в сотрудничестве с JICA.
- 2. Проект будет осуществляться в соответствии с Генеральным планом, указанным в Приложении I.
 - II. МЕРЫ, ПРЕДПРИНИМАЕМЫЕ JICA

В соответствии с законами и положениями, имеющими силу в Японии, и условиями Статьи III Соглашения, JICA, в качестве исполнительного агентства для технического сотрудничества с Правительством Японии, предпримет, за свой счет следующие меры, согласно процедурам технического сотрудничества.

1. ОТПРАВКА ЯПОНСКИХ ЭКСПЕРТОВ

JICA обеспечит услуги японских экспертов, как перечислено в Приложении II. Условия Статей V, VI, VII и X Соглашения будут применяться по отношению к вышеупомянутым экспертам.

2. ОБЕСПЕЧЕНИЕ МАШИН И ОБОРУДОВАНИЯ

JICA обеспечит такие машины, оборудование и другие материалы (в дальнейшем именуемые "Оборудование"), которые необходимы для выполнения Проекта, как перечислено в Приложении III. Условия Статьи VII Соглашения будут применяться по отношению к Оборудованию.

3. ОБУЧЕНИЕ ТАДЖИКСКОГО ПЕРСОНАЛА В ЯПОНИИ

JICA организует прием таджикского персонала, связанного с реализацией Проекта, для технического обучения в Японии.

1.4/2-2

- III. МЕРЫ, ПРЕДПРИНИМАЕМЫЕ МИНИСТЕРСТВОМ СЕЛЬСКОГО ХОЗЯЙСТВА РЕСПУБЛИКИ ТАДЖИКИСТАН
 - 1. Министерство сельского хозяйства Республики Таджикистан примет необходимые меры, чтобы обеспечить надежную работу Проекта в течение и после периода японского технического сотрудничества, посредством полного и активного участия всех соответствующих ведомств, бенефициарных групп и учреждений в деятельности Проекта.
 - 2. Министерство сельского хозяйства Республики Таджикистан гарантирует, что технологии и знания, приобретенные таджикскими гражданами в результате японского технического сотрудничества, будут использованы для внесения вклада в экономическое и социальное развитие Таджикистан.
 - 3. В соответствии с условиями Статей V и VII Соглашения, Правительство Таджикистана предоставит в Таджикистане привилегии, льготы и преимущества японским экспертам, упомянутым в Статье II-1 выше и их семьях.
 - 4. В соответствии с условиями Статьи VII Соглашения, Правительство Таджикистана примет меры, необходимые для получения и использования Оборудования, предоставленного JICA в соответствии со Статьей II-2 выше и оборудования, машин и материалов, привезенного японскими экспертами, упомянутыми в Статье II-1 выше.
 - 5. Министерство сельского хозяйства Республики Таджикистан примет необходимые меры, чтобы обеспечить эффективное использование знаний и опыта, приобретенных таджикским персоналом в результате технического обучения в Япония, в реализации Проекта.
 - 6. В соответствии с условием Статьи V Соглашения, Министерство сельского хозяйства Республики Таджикистан обеспечит услуги таджикского коллегиального и административного персонала, как перечислено в Приложении IV.
 - 7. В соответствии с условием Статьи V Соглашения, Министерство сельского хозяйства Республики Таджикистан обеспечит офис и средства обслуживания, как перечислено в Приложении V.

) Y J. Jan

3

- 8. В соответствии с законами и положениями, имеющими силу в Таджикистане, Министерство сельского хозяйства Республики Таджикистан примет необходимые меры, чтобы по вазможности поставить или заменить за свой счет машины, оборудование, инструменты, транспортные средства, принадлежности, запасные части и любые другие материалы, необходимые для выполнения Проекта, кроме Оборудования, обеспеченного JICA в соответствии со Статьей II-2 выше.
- 9. В соответствии с законами и положениями, имеющими силу в Таджикистане, Министерство сельского хозяйства Республики Таджикистан примет необходимые меры, по вазможности чтобы покрывать текущие расходы, требуемые для выполнения Проекта, включая коммунальные платежи, командировочные расходы персонала партнера, эксплуатационные расходы, связанные с оборудованием, стоимость связи, исключая международные телефонные звонки.

IV. РУКОВОДСТВО ПРОЕКТОМ.

- 1. Первый Заместитель Министра сельского хозяйства, в качестве Директора проекта несет общую ответственность за руководство и реализацию Проекта.
- 2. Председатель Национальной Ассоциации Дехканских Хозяйств, в качестве Менеджера проекта несет ответственность за организационные и технические вопросы Проекта.
- Начальник Управления Экономической политики и прогнозирование Министерство сельского хозяйства, в качестве Координатора проекта несет общую ответственность за координацию различной ежедневной работы Проекта от имени Министерство сельского хозяйства.
- Японский Главный советник обеспечит необходимые рекомендации и советы Директору проекта и Менеджеру проекта по любым вопросам, имеющим отношение к реализации Проекта.
- Японские эксперты предоставят необходимые технические рекомендации и советы таджикскому коллегиальному персоналу по техническим вопросам, имеющим отношение к реализации Проекта.

k 4

1.13-2

6. С целью эффективного и успешного выполнения технического сотрудничества, в рамках Проекта будет создан Совместный координационный комитет, функции и состав которого описаны в Приложении VI.

V. СОВМЕСТНАЯ ОЦЕНКА

Оценка Проекта будет проводиться совместными усилиями JICA и таджикских заинтересованных ведомств в середине и в течение последних шести месяцев срока сотрудничества с целью изучения уровня достижений.

VI. ИСКИ ПРОТИВ ЯПОНСКИХ ЭКСПЕРТОВ

В соответствии с условием Статьи VI Соглашения, Правительство Таджикистана обязуется нести ответственность по искам, если таковые возникают, против японских экспертов, занятых в техническом сотрудничестве в рамках Проекта, вытекающих, происходящих в ходе или иначе связанных с исполнением их официальных функций в Таджикистане, за исключением тех, которые являются результатом преднамеренной халатности или крайней небрежности японских экспертов.

VII. ВЗАИМНАЯ КОНСУЛЬТАЦИЯ

Между JICA и Министерство сельского хозяйства Республики Таджикистан будет проводиться взаимная консультация по любым существенным вопросам, вытекающим или связанным с настоящим Прилагаемым Документом.

VIII. МЕРЫ ДЛЯ ПРОДВИЖЕНИЯ ПОНИМАНИЯ И ПОДДЕРЖКИ ПРОЕКТУ

В целях продвижения поддержки Проекту среди населения Таджикистана, Правительство Таджикистана примет соответствующие меры для широкой огласки Проекта среди населения Таджикистана.

ІХ. СРОК СОТРУДНИЧЕСТВА

Продолжительность технического сотрудничества в рамках Проекта согласно данному Прилагаемому Документу составит 3 (три) года, начиная с даты прибытия первого японского эксперта в Таджикистан.



P. -13-2

ПРИЛОЖЕНИЕ II ГЕНЕРАЛЬНЫЙ ПЛАН ПРОЕКТА
ПРИЛОЖЕНИЕ III СПИСОК ЯПОНСКИХ ЭКСПЕРТОВ
ПРИЛОЖЕНИЕ III СПИСОК МАШИН И ОБОРУДОВАНИЯ
ПРИЛОЖЕНИЕ IV СПИСОК ТАДЖИКСКОГО КОЛЛЕГИАЛЬНОГО И
АДМИНИСТРАТИВНОГО ПЕРСОНАЛА
ПРИЛОЖЕНИЕ V СПИСОК ЗДАНИЙ И СРЕДСТВ ОБСЛУЖИВАНИЯ
ПРИЛОЖЕНИЕ VI СОВМЕСТНЫЙ КООРДИНАЦИОННЫЙ КОМИТЕТ

y 6

P-Ns

(проект)

приложение і

ГЕНЕРАЛЬНЫЙ ПЛАН ПРОЕКТА

(текст такой же как и в Приложении 1. Предварительная структура Проекта)

£ 7

P. Non

(проект)

ПРИЛОЖЕНИЕ II

СПИСОК ЯПОНСКИХ ЭКСПЕРТОВ

Области компетенции японских экспертов следующие:

(Долгосрочные эксперты)

- 1. Главный советник
- 2. Укрепление Сельскохозяйственных Организаций
- 3. Управление тренингами
- 4. Координатор проекта

Примечание: Главный советник и/или Координатор проекта могут одновременно работать в качестве одного из секторальных экспертов.

(Краткосрочные эксперты)

Краткосрочные эксперты будут направлены по мере необходимости.

. 8

f. Non

ПРИЛОЖЕНИЕ III

СПИСОК МАШИН И ОБОРУДОВАНИЯ

- 1. Оборудования для Министерства Сельского Хозяйства:
 - (1) Оргтехника (компьютер, принтер итд.)
- 2. Оборудования для сельскохозяйственных организаций:

Необходимые машины и оборудования для укрепления функций НАДХ и отобранных АДХ будут обсуждены и определены в ходе реализации Проекта (на пример трактор)

Примечание: Фактически необходимость оборудования, а также ее количество и спецификация будут проверены перед закупкой, другие оборудование будут поставлены по согласованию при необходимости для реализации проекта.

9

falan

(проект)

ПРИЛОЖЕНИЕ IV

СПИСОК ТАДЖИКСКОГО КОЛЛЕГИАЛЬНОГО И АДМИНИСТРАТИВНОГО ПЕРСОНАЛА

1. Директор проекта

Первый Заместитель министра, сельского хозяйства Республики Таджикистан

2. Менеджер проекта

Председатель Национальной Ассоциации Дехканских Хозяйств

3. Координатор Проекта

Начальник Управления Экономической политики и прогнозирование Министерство сельского хозяйства РТ

4. Коплеги

Начальник Управления Растениеводство Министерство сельского хозяйства РТ

Начальник Управления Науки и реализации научные достижение Министерство сельского хозяйства РТ

Главы отобранных Ассоциаций Дехканских Хозяйств (на уровне районов)

Соответствующий персонал НАДХ и отобранных АДХ

p. 1/3>

10

(проект)

ПРИЛОЖЕНИЕ У

СПИСОК ЗДАНИЙ И СРЕДСТВ ОБСЛУЖИВАНИЯ

- 1. Офисное помещение, мебель, средства связи и коммунальные услуги, а также комнаты для встреч необходимы для японских экспертов, чтобы проводить проектные мероприятия в Министерстве сельского хозяйства
- 3. Прочие средства обслуживания, взаимно согласованные как необходимые для реализации Проекта

polon

11

ПРИЛОЖЕНИЕ VI

СОВМЕСТНЫЙ КООРДИНИНАЦИОННЫЙ КОМИТЕТ

- 1. Совместный координационный комитет (в дальнейшем именуемый "СКК") будет организован для выполнения следующих функций, путем заседания, по крайней мере, один раз в год и в любое время по мере необходимости:
- (1) Сформулировать ежегодный план работы Проекта
- (2) Рассматривать продвижение в работе Проекта
- (3) Рассматривать и обмениваться мнениями по главным вопросам, которые могут возникнуть в течение реализации Проекта
- (4) Обсуждать вопросы, важные для бесперебойной реализации Проекта
- 2. Члены СКК указаны ниже:
- (1) Таджикская сторона:

Директор проекта (Председатель СКК)

Менеджер проекта

Представитель(и) Таджикского Аграрного Университета

Представитель(и) Академии сельскохозяйственных наук Таджикистана

Представитель(и) Управлений сельского хозяйства в отобранных районных офисах.

Примечание: Представители СКК с таджикской стороны будут определены по подписанию Протокола обсуждения.

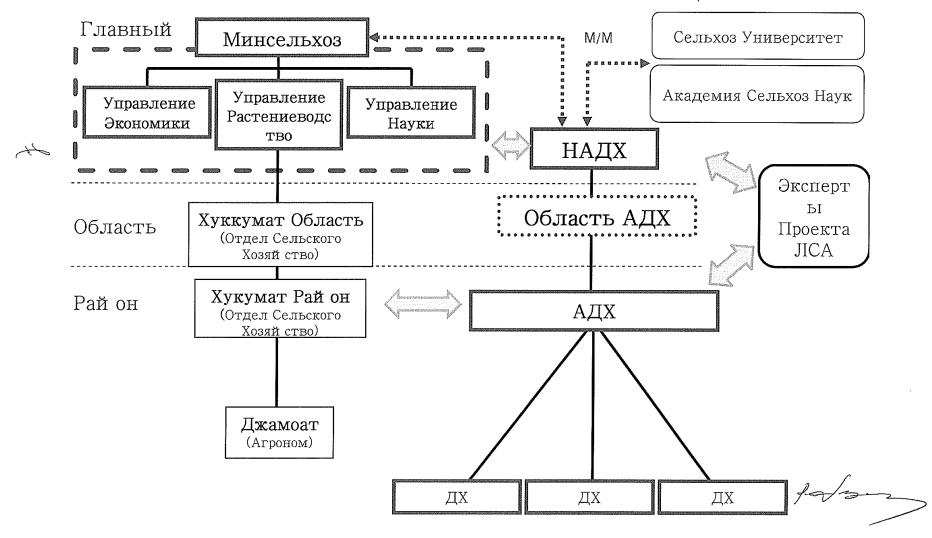
(2) Японская сторона:

Глава представительства JICA в Таджикистане Японские эксперты

Примечание:

- Представитель (и) Посольства Японии может (могут) участвовать в заседании СКК в качестве наблюдателя (лей).
- Председатель может пригласить других соответствующих сотрудников на заседание СКК по мере необходимости.

) , 12 p. -/2-2



Law of Republic of Tajikistan On Dehkan Farms (a farmer)

The present Law shall determine the legal grounds for building and activity of Dehkan Farms, in the Republic of Tajikistan.

Article 1. Concept of the Dehkan Farm

A Dehkan farm (a farmer), hereinafter, as Dehkan farm, an independent farming entity, its activities based on individual works of one person or members of the family, other persons, its basis plot of land or other properties that belong to the members of the Dehkan Farm.

Article 2. Legislation of the Republic of Tajikistan on Dehkan Farm

The Legislation of the Republic of Tajikistan on Dehkan Farms shall be based on the Constitution of the Republic of Tajikistan and consist of the present Law, other regulatory acts of the Republic of Tajikistan, and also on the international legal acts ratify by the Republic of Tajikistan.

Article 3. Creation of Dehkan Farm

- 1. The Dehkan Farm can organize every (sue juries) citizen of Tajikistan, that has ability to work if other regulatory acts shall not prescribed in the Law of RT
- 2. Dehkan Farm can build individual, family, and group of people.

Article 4. Members of Dehkan Farm

- 1. Members of the Dehkan farms shall be spouses, children, parents and other persons occupied by join activity to the same land.
- 2. The members of Dehkan Farm shall determine through recording their activities in record card and joint activities contract between the members of DF
- 3. The person that works with in labor contract are not including to the members of DF, their labor dependence determine in the Labor Code of RT.

Article 5. Forms of Dehkan Farm

The Dehkan Farms can build within the following forms:

- -- Individual Dehkan Farm --- Dehkan Farm that based on labor activities of one person;
- --- Family Dehkan Farm -- Dehkan Farm that labor activity in a form of family business and it based in common property
- -— Partnership Dehkan Farm --- Dehkan Farm with a form of common membership, organize on a basis of common property, join activity contract determine its farming activities

Article 6. The contract between the members of the Dehkan Farm on common activities

- 1. The Contract with members of Dehkan Farm to common activities, conclude in order to organize join partnership (farming association) Dehkan Farm.
- 2. Family based Dehkan Farm can have an activity on the basis of contract of joint activity of member of Dehkan Farm.
- 3. The Contract on join activities members of Dehkan Farm, except information determine on the Civil Code of RT should have the following information:
 - --- Number, name and surname of member;
 - --- (privileges) responsibility that members gives to chief of Dehkan Farm;

- --- Rights of Dehkan Farm members;
- --- Liabilities of Dehkan Farm members;
- --- The order voluntary leave membership of Dehkan Farm and leave off;
- --- The order to be a member of other persons to Dehkan Farm;
- --- The order to share producing products, selling and its income between the members.
- 4. The Contract will sign between the members of Dehkan Farm, the copy of the contract will submit to Local Tax Authority and Authority Social Security of Population.
- 5. In a condition of changing number of members, concern addendum will add to contract, copy in term of one month will submit to Local Tax authority and Authority Social Security of Population. To exercise this order is a responsibility of the chief of Dehkan Farm

Article 7. Dehkan Farm as form of Economics

- 1. Dehakan Farm acts without formation into Juridical person
- 2 The Dehkan Farm alongside with commercial organization and businessmen shall be an equitable link of the economic system. All it economic operations shall be implemented by cash and payment clearing under the parties' agreement.
- 3. The Dehkan Farm with consideration of its profit, independently determines set up, type of production.
- 4. Dehkan Farm should have own bank account, accounts, stamp and forms.

Article 8. Kinds of Dehkan Farm activities

- 1. Kinds of Dehkan Farm activities are: producing agriculture products, processing, keeping, exporting and selling of producing products.
- 2. Dehkan Farm according to Legislative of Republic of Tajikistan can be engage on other activity, such as external economical activities.

Article 9. Interfere to Dehkan Farm activity

- 1. Interfere to Dehkan Farm activity by the state authorities and other public officers prohibited; in cases that legislative of RT stipulated the other orders.
- 2. Development of Government policy for improving science- technical progress, investment, foreknow in this field, shall be implemented by the authorized body of the Government of Republic of Tajikistan.

Article 10. Administrative bodies of Dehkan Farm

- 1. Administrative bodies of Dehkan Farm are the participants' meeting of Dehkan Farm and the leader of Dehkan Farm
- 2. The members' meeting is a supreme body of the Dehkan Farm.
- 3. The Leader of Dehkan Farm will carry out Dehkan Farm activity, pursuant with Legislative of Republic of Tajikistan, decision of members' meeting and agreement of members of Dehkan Farm.

Article 11. Members Meeting of Dehkan Farm

- 1. In privileges of Member' Meeting of Dehkan Farm includes the following:
- -- introduce amendment and addendum to the Dehkan Farm join activity member's contract,
- -- accept citizen for the member of Dehkan Farm and expulsion from the membership,
- -- to elect and displace the Leader of Dehkan Farm,
- -- consider and approval of annual accounting reports,
- -- to share the income of Dehkan Farm,
- -- make a decision on reorganization or liquidation of Dehkan Farm,
- -- consider other issues according to Legislative of RT,
- 2. In case when member of Dehkan Farm does not participate in activity of farm during more then one year without any valid reason, or does not use his lot of land, The General meeting can exclude this member

from membership and share his lot of land to other permanent members or to accept another member by provision of this lot of land.

- 3. Each of members of DF has the right to participate, speak and vote in the meeting of Dehkan Farm.
- 4. The meeting of Dehkan Farm and its resolutions shall consider by act of law if from the three, two parts of members of Dehkan Farm, participate in it.
- 5. Resolution shall adopt by the member's meeting of Dehkan Farm with majority participants votes.
- 6. In case of equality votes, the resolution consider acceptable, that leader of Dehkan Farm shall vote for it.
- 7. Adopting resolutions of Dehkan Farm meeting will report, the members sign and its implementation is compulsory for the members of Dehkan Farm.
- 8. The General meeting is held under invitation of chairman of Dehkan Farm or by invitation of 1 of 3 parts of its members.

Article 12. Head of Dehkan Farm

- 1. Head of Dehkan Farm shall be one of the members, which has a good experience of managment, and elected on Dehkan Farm's members meeting.
- 2. Head of Individual Dehkan Farm considered as the same citizen.
- 3. Head of Family Dehkan Farm is elected from family members.
- 4. Head of partnership Dehkan farm forming on common property is elect on the members meeting of Dehkan Farm.
- 5. Head of Dehkan Farm with following circumstances will relieve from the duties:
 - -- Voluntary apply, in written form application,
 - -- neglect of duties or fully neglect of duties of head of Dehkan Farm
 - -- counteraction
 - -- other circumstances stated by the legislation of The Republic of Tajikistan

Article 13. The power of the Head of Dehkan Farm

The Head of Dehkan Farm has the following powers:

- -- managing the activities of Dehkan Farm,
- -- To give power of attorney,
- -- On behalf of Dehkan Farm act without power of attorney,
- -- To employ citizen according making contact and dismiss from work,
- -- To organize accounting, reporting in Dehkan Farm,
- -- The Head of Dehkan Farm shall represent its interest in relations with natural person; legal entities and state bodies,
- -- perform other privileges, according join activity contract.

Article 14. The features for building economic company or producing cooperative by the members of Dehkan Farm

- 1. The member of Individual Dehkan Farm and the member of Family business Dehkan Farm shall be able to build in basis of join farming property or producing cooperative with legal person grounds pursuant to the Civil Code of RT.
- 2. Forming Economic Company or Producing Co-operative with legal person grounds by the join farming activity shall be conclude in written form members agreement.
- 3. The rights of hereditary use of Dehkan Farm's land in a case of building Economic Company or Producing Cooperative to Company or Cooperative shall consign for permanently use.
- 4. Economic Company or Producing Cooperative like a legal person, to property that members of Dehkan Farm gives as a share and other payment, as well the property that made with other activities are its ownership property if not contradict to Legislative of Republic of Tajikistan.

- 5. Economic Company or Producing Cooperative as a juridical person has right for its property which was formed by contribution of each its member and was received as a result of their activity which are not prohibited by legislation of the Republic of Tajikistan.
- 6. Amount of property's share of Dehkan Farm, that participant of Economic Company or members of Producing Cooperative with a considering of their shares in according with right of join common property, determine the property with a regulation of Civil Code of RT.

Article 15. Granting the plot of Land to Dehkan Farm

- 1.Plot of land shall grant with a purpose of build Dehkan Farm for life inherited on the ground of citizen's application with a decision of state local executive authorities of regions, cities.
- 2. Plot of land granted as a unified mass.
- 3. In a case of separation Dehkan Farm's member and build independently Dehkan Farm the plot of land shall divide in ground of member from the one side of the land.
- 4. Drawing up of the cadastral documentation of the land, agrochemical and biological investigation of soil shall be paid by the appropriate budgetary funds. The land user can also independently order and finance the specified activities. The Dehkan Farm shall cover the cost for allotting land and registration of the land utilization certificate.
- 5. If the Dehkan farm is organized on the territory without industrial enterprises an social public utility companies, the government shall bear responsibility for its primary landscape, construction of roads and power lines, water supply, installation of telephones, and betterment of the land.
- 6. The Dehkan can lease follow-up land for production purposes or long-term use.
- 7. Using the land situated under the water pump lines, roads and other intermediate use land shall exercised with the standard act of Legislative of Republic of Tajikistan.

Article 16. The size of granting plot of land for build Dehkan Farm.

Plot of land shall grant to citizen of Republic of Tajikistan, for purpose to build Dehkan Farm in a following amount:

- -- from the land of agricultural agencies -- in average extent of land's share at the same agency, determine for every members;
- - from the land of single-purpose fund for each able-bodied member, that has interest to build Dehkan Farm -- in average extent of land's share, that determine in plot of land's location.

Article 17. Granting additional plot of land to Dehkan Farm.

For Dehkan Farm except the determine members' share land can grant the additional plot of land for long-term use or lease from the following groups of land:

- -- from the agriculture purposive group of land -- newly reclaimed land, used land, the land that water supply facilities out of work and not ready for agricultural works and referred lands are not allocated to other citizen with working abilities and possibilities;
- -- from the group of state fund land and state forestry land the lands that appropriate for agricultural productions and also pasture land for grazing livestock and refer to numbers of livestock,
- -- from the lands of local population areas -- the lands that appropriate for agricultural purposes and temporary is not used for city, settlement, local population needs.

Article 18. The order forming specific land fund for build Dehkan Farm

For build Dehkan Farm state local executive authority of regions (city) organize special land fund from the following lands:

-- the land out of exploitation or considered less valuable,

- -- State reserve lands,
- -- the land of all grades that was not utilized on target,
- -- the land granted for agricultural production and not utilized during two year;
- -- the forestry land uncovered with tree and bushes and suitable for agricultural production,
- -- the land of the agricultural organization and Dehkan farms which rights for land use were canceled,
- -- the land of the Dehkan Farms and other agriculture organization that stopped their activity,
- -- Newly reclaimed lands,
- 2. Revealed plots of lands in accordance with of regional, city commissions report, with a decision of regional, city's chief shall include to regional, city special land fund. The consent of the land user to withdraw the land shall not be required.

Article 19 Procedure of Granting Land from the Special Land Fund for Building Dehkan Farms

- 1. The citizens who want to organize Dehkan farms, including those who move from other regions (cities) for permanent residence, shall have to submit their applications, with necessary grounds, to the executive body of the region, (city) on the location of land.
- 2. The application shall identify the utilization objective of the land, its supposed size and location, and total number of the able-bodied people.
- 3. Executive body of the region (city) shall take a decision on granting the land within a month after the application is submitted.
- 4. In case of unavailability of necessary fund of land lots, the applicants request will be taken in to list of applicants.
- 5. In case the decision is not taken in due course or the information about the special land fund is concealed, the guilty officials shall be answerable pursuant to the law of the Republic of Tajikistan.

Article 20. Formation of Dehkan Farm from the Sate Specific land

- 1. Forming Dehkan Farm on seed growing farms, nursery gardens, breeding purpose farms, research institutions, research-and-production institution, educational Institutions, experimental farms, technical training colleges, comprehensive schools, and also on the land of the State water economy shall be exercised only with an agreement of the Government of Republic of Tajikistan.
- 2. Formation of dehkan farms on seed growinf, nursery garden and breeding is done according related legislation.

Article 21. Acceptance other citizens to membership of Dehkan Farm

- 1. Formed Dehkan Farm with member's meeting decision can grant citizens to membership.
- 2 For the citizens that granted membership, their share shall determine by the local surveyor authority and give the land share certificate. At the same time by the local surveyor authority to the permanent members land share's certificate necessary changes will include.
- 3. If Dehkan Farm receives new land lot, meeting of member of Dehkan Farm can accept another citizens to membership and give him his lot or share new lots of land among permanent members of Dehkan Farm.

Article 22. State Registration of the Dehkan Farms

1. Pursuant to the Law of the Republic of Tajikistan the Dehkan Farm, after receiving the land utilization certificate, shall be subject to registration in the Local tax office and register in the State Statistical body at

the location of the Dehkan Farm.

2. Village (rural areas), (settlement) Jamoat shall register every Dehkan Farm, economic partnership and production co-operative to record the basic data.

Article 23. State registration of the land utilization right's of Dehkan Farm.

- 1. The land utilization right with the land utilization Certificate shall be issued to the Dehkan Farm according to the determine regulation standards of the Legislative of Republic Tajikistan.
- 2. The act to land utilization shall be possible only after obtaining land utilization Certification's right.
- 3. For each member of Dehkan Farm shall issue the Land share Certificate.

The Land share Certification is a document that determine member's land share in separate.

4. The right to lease out land shall be determined by the agreement of the parties.

Article 24. Rights of the Dehkan Farm and its Members

The Dehkan farm and its Members shall have the right to:

- -- Independently carry out farming activity as well freely adopt decision about producing products,
- Lease out the land or part of the land,
- --- In case withdraw the land by the government pay indemnification of the costs according Land Code and Civil Code of Republic of Tajikistan,
- Be the proprietor of the made production and incomes received from its sale,
- -- With a member agreement voluntarily refuse the land use,
- According regulation of Legislative of Republic of Tajikistan use mineral resources (sand, road metal, clay, stones, water springs) and other useful properties of the land of the Dehkan farm,
- ---Acquire, lease or temporarily use the property of organization, citizens,
- -- Conclude agreements on implementation of business activity,
- -Build a utility accommodation (field accommodation) in case the gross area of the land available is more than 1 hectare,
- --with member's consent to pledge the right of utilization land,
- -- Have other rights prescribed by the legislation of the Republic of Tajikistan.

Article 25. The rights of members Dehkan Farm

The member of Dehkan Farm has the right:

- In spite of consent other members according to his (her) shares leave the Dehkan Farm,
- In case of unavailability to share to property to request compensation in money
- -- Independently form Dehkan Farm in proportion to his (her) land share,
- --- to grant his (her) land share to other person,
- to pledge the right of land utilization,
- -- to participate in sharing of produced agricultural products, its sale and demand his (her) share,
- have other rights prescribed by the Legislation of the Republic of Tajikistan.

Article 26. Obligation of Dehkan Farm and its member

The Dehkan Farm and its members obligate to:

- efficiently use the land in accordance with a target,

- -- increase fertility of the land implement complex of measures on protections of land, forest and water,
- -- in irrigation lands execute ploughing and consumption of water, according with kinds of crops and in grounds of water use projects,
- to clean drainage, waste water canals that include their competent,
- -- During the farming activities not to allow Environmental deterioration,
- -- pay rent and other taxes due determinative time of legislative of Republic of Tajikistan,
- -- implement water supply service, electricity, and other payments on time,
- -- in determinative time pay salary and share the net profit,
- -- to keep appropriate accounting reporting
- -- take action on prevention of diseases of animals and paints
- -- provide information about condition and utilization of land to regional land utilization authority and regional (settlement) statistic agency on time,
- -- fulfillment of commitments and terms of credit, debts,
- -- not to infringe the rights of other land users.

Article 27. Crediting of Dehkan Farm

- 1. The Dehkan can use any bank credit in any forms under the agreements defining credit forms terms and conditions.
- 2. Credit on pledge or other kinds of obligations shall ensured by the Dehkan Farm.

Article 28. Activities in the Dehkan Farm

- 1. Basically all the members of Dehkan Farm work in dehkan Farm.
- 2. The work to be done with involvement of other citizens under the contract shall be regulated by the standards of the current laws of the Republic of Tajikistan for the time being.
- 3. Remuneration of labor of the citizens who concluded the agreements shall be included in the current expenses and it must be a priority. It shall not depend on the total activity of the Dehkan farm unless there is no special agreement.
- 4. The members of the Dehkan farm and the contractor's citizens to do the work in the Dehkan farm shall have all the rights prescribed by the legislation of the Republic of Tajikistan.

Article 29. Labor record book

- 1. Each members of Dehkan Farm should have labor record book.
- 2. Registration in labor record book for members of Dehkan Farm shall be exercised in common order that determine legislative of Republic of Tajikistan.

Registration and correct filling of Labor record book is under responsibility of Chief of Dehkan Farm.

Article 30. Recording and Reporting in the Dehkan Farm.

- 1. The Dehkan Farm should record the results of its activity.
- 2. The Dehkan Farm and associations of Dehkan farms shall have to submit the reports on their activity to the state statistical agencies and other authority according determining legislative of the Republic of Tajikistan.

Article 31. Selling products from the Dehkan Farm

- 1. Dehkan Farms have prior right of its producing products and sell it with their decision.
- 2. During producing, processing, keeping, exporting of agriculture products and selling, Dehkan Farm responsible to keep regulating rights of sanitary and ecologically according prescribe Low of Republic of Tajikistan.

Article 32. Insurance of the Dehkan Farm and Association of Dehkan Farms' properties.

Insurance of property (agricultural products, cattle, fixed assets and other property) of the Dehkan farms and associations of Dehkan farms shall be implemented pursuant to the Civil Code of the Republic of Tajikistan,

Article 33. State Social Insurance and Social Security for Dehkan Farm.

- 1. The member of the Dehkan farm shall be subject the state social insurance on equal grounds. A member of the Dehkan farm shall the premium from the whole earnings. Actual Dehkan farm development charges shall be excluded from the earnings.
- 2. Assurance of pension to member of Dehkan Farm shall be implemented pursuant to the regulation of the Low of Republic Tajikistan, "About citizen's social pension assurance"
- 3. The term of activity in the Dehkan Farm of its members and contracted citizens of the farm shall be recorded in their time records (both occupational life and continuity of employment) on the ground of word record card and the document confirming payment for social insurance
- 4. Labor activity of Dehkan Farm member and contracted citizens that worked in a ground of contract shall be calculated separately by the Dehkan Farm.
- 5. Any temporally disabled member of the Dehkan farm shall be provided with a lump-sun allowance and other privileges prescribed by the legislation of the Republic of Tajikistan.
- 6. The harm that Dehkan Farm causes the citizens during their activity shall be compensate according with order regulation of Legislative of Republic of Tajikistan.

Article 34. Taxation of Dehkan Farm

Taxation for Dehkan Farm shall be done pursuant to the Tax Code of Republic of Tajikistan.

Article 35. Privileges of Dehkan Farm.

The Dehkan Farm shall have the following privileges:

- -- state registration of Dehkan Farm shall be exercise without payment,
- -- release from connection charge, water supply, (without utilizing of structures and technical equipment) in the procedure and on conditions prescribed by the Government of the Republic of Tajikistan,
- -- Opening of accounts in the business banks free of charge,
- to receive expedient credit from the banks.
- -- to use the funds allocated to small and medium business,
- Use other privileges prescribed by the Legislation of the Republic of Tajikistan.

Article 36. Property Transmitted and the Right of the Member' of Dehkan Farm for Land Utilization.

Property and the right for land utilization of the member of the Dehkan Farm shall be transmitted in the procedure prescribed by the Civil Code of the Republic of Tajikistan.

Article 37. Grounds for Liquidation of the Dehkan Farms.

The activity of the Dehkan farm shall stop in the following cases:

- -- Suspension of the right for land utilization in the procedure prescribed by the legislation of the Republic of Tajikistan,
- -- decision on suspension of the Dehkan farm activity taken by its general members meeting,
- -- not a single member of the Dehkan farm remains or there is no assignee who wants to continue the activity of the Dehkan farm,
- bankruptcy,
- -- transformation of the Dehkan farm into a different legal entity.

Article 38. Procedure of Liquidation of the Dehkan Farm.

- 1. The procedure of liquidation of the Dehkan farms and its relation on land utilization after liquidation shall be determine by legislation of the Republic of Tajikistan.
- 2. During the liquidation the Dehkan farm, its property and funds shall be used to pay the contracted citizens; for payments to the budget, returning of the bank credits and settlements with other creditors.
- 3. During liquidation of Dehkan Farm shall be consider the regulation of articles 25 and 26 the Civil Code of the Republic of Tajikistan .
- 4. The rest of the property and funds obtained from realization shall be saved as a co-property or distributed between the members of the Dehkan Farm.

Article 39. Association of Dehkan Farms.

1. The association of Dehkan Farm shall be formed by voluntary amalgamation of independent Dehkan Farms.

Association shall be formed on the ground of the constituent agreement.

Association shall be exercise on the ground of the charter; it shall be legal entity and registered according to the Law of Republic of Tajikistan.

- 2. The Dehkan Farms included in the association shall have independence; the right for land utilization shall be implemented in accordance with the present Law.
- 3. Coercive actions on inclusion of the Dehkan Farms to the Association shall be forbidden.

Article 40. Management of the Association of Dehkan Farm.

- 1. The supreme body of the association of the Dehkan Farm shall be general meeting of the participants of the Dehkan Farms.
- 2. The Board of association managed by the Chairman shall be in charge of the executive functions and coordination activity of the Association.

The Chairman and Board of the Association shall be elected by the general meeting.

Article 41. Production, Financial and Business Activities of Association of the Dehkan Farms.

- 1. In order to fulfill its objectives and goals, the association of the Dehkan farms shall have the right to:
- -- Carry out concerted action of its participants in commerce, finance and credit, and technical development;
- -- Establish financial and material resources through voluntary deductions; centralize production and business objectives;
- -- Regulate the relations between its participants, through settlement prices, tariffs and scheduled prices.
- 2. The association of the Dehkan farms shall not be liable for the obligations of its participants, and the participants shall not be liable for the obligations of the association, except for the cases when the association acts as a guarantor.
- 3. The procedures of renunciation and liquidation of the Association shall be determined by the charter.

Article 42. Settlement of Disputes on Suspension of Activity and Liquidation of the Dehkan Farm.

The disputes on suspension of the activity and liquidation of the Dehkan farm shall be settling by court.

Article 43. Responsibility for Violation of the present Law.

Natural persons and legal entities breaking the Law on the Dehkan Farm shall be answerable pursuant to the Legislation of the Republic of Tajikistan.

Article 44. About becoming void the Law of Republic of Tajikistan, "On Dehkan Farm" (farmer).

The Law of the Republic of Tajikistan from the 20-th of May 2002 year On Dehkan Farm (farmer) (information of Majlisi Oli Republic of Tajikistan, 2002, №4, part 1, article 299; 2006 year, №3, article 163, 2008 year, №6, article 462) shall be become void.

Article 45. Procedure of affecting the present Law.

The present Law shall come into force after its official publication

President of the Republic of Tajikistan. E. RAKHMONOV

Ministry of justice of Republic of Tajikistan

CERTIFICATE

About the state registration of the juridical person

Number of registration 001-2077 Official name of legal entity:

June 30, 2005

National Association of Dehkan Farms of the Republic of Tajikistan

Legal address: Rudaki Avenue 44, Dushanbe, Tajikistan

The current certificate guarantees the rights for the realization of kinds of activities mentioned in the establishment documents.

The state due was paid in the amount of 120 somoni with aquittance number 0308 9 from June 28, 2005.

Minister

Khamidov Kh.



IT IS AUTHORIZED; ON GENERAL ASSEMBLY FOUNDERS OF THE NATIONAL ASSOCIATION OF DEHKANS (FARMERS) REPUBLIC OF TAJIKISTAN

THE -CHARTER

THE NATIONAL ASSOCIATION OF DEHKAN (FARMERS) OF REPUBLIC OF TAJIKISTAN

I. The general Provisions

- 1.1 The NADF dehkan (farmer) facilities and Republic of Tajikistan, hereinafter referred to as "NADF" is created by association dehkan (farmer) facilities and with the purpose of assistance of economic activities and protection of rights dehkan (farmer) and on the basis of the Law of Republic of Tajikistan " About dehkan (farmer) facilities" and other current legislations of Republic of Tajikistan.
- 1.2 The NADF is the independent subject of managing and operates on the basis principles of proportionality of managing. Has the property, independent balance, the bank account, including the currency account, a seal, a stamp, the firm form etc.
- 1.3 The NADF is organized from the moment of the state registration and in the activity is guided current by the legislation and the present charter.
- 1.4 Dehkan (farmer) facilities being have recognized as members of the NADF, including their Association and have approved the present Charter

Essential elements of the NADF: Republic Tajikistan city of Dushanbe, area I.Somoni, prospectus Rudaki 44.

II. Legal the status of the NADF.

- 2.1 Dehkan (farmer) facilities which enter and the NADF have rights on a site of the ground and property, including have the right to be the claimant in court.
- 2.2 the NADF is considered the legal person from the moment of its registration, signs contracts, has property rights, including rights on participation civil process
 - carries out the activity it is not dependent and has necessary means for him(it)
 - has the right to use bank credits for the basis the conclusion of the contract
 - has the right to use monetary investments of legal and physical persons of the foreign states
 - has the right to get movable and immovable property, actions of other kinds of securities not forbidden to the law
 - has the right it is open monetary and currency accounts in banks. To lead(carry out) cash operations and settlement - debt operations with use of monetary and currency means
 - has the right to be property monetary stock exchange broker and dealer -broker activity
 - has the right it is open representation, branches as well as in Republics of Tajikistan, and abroad.
 - has the right to be a member of the international organizations

- has the right to participate in development information and analytical, normal and legal certificates of Republic of Tajikistan be relative dehkan (farmer) facilities(economy) and agro industrial sector as a whole
- 2.3 Has the right to rent, a premise with the purpose of the effective activity
 - The NADF is not responsible under the obligation of founders and founders responsible within the limits of payment of a membership dues.
 - Has the right, the farmer bank, with the purpose development dehkan (farmer) facilities is open.

111. Primary activity of the NADF

- 3.1. Protection social, economic moral personal and encouragement dehkan (farmer) facilities and
 - Participation in reform of agro industrial sector.
- 3.2. Active participation in distribution and the report up to facilities of industrial means which are signed by the contract between the government of Republic of Tajikistan, investors the Ministries and associations.
- 3.3 the NADF for the founders will undertake all efforts for maintenance with basic means of production with use of crediting due to structural divisions of the enterprises etc.
- 3.4 Prepares financial papers, has the right will carry out meetings to conclude contracts with foreign and local investors
- 3.5 Provides protection of rights and legitimate interests of the founders by creation of complex legally advisory divisions
- 3.6 To organize publishing activity to issue magazines, to lead researches and other publishing.
- 3.7 Service, development and realization of new methods of managing in conditions of market economy.
- 3.8 Information support, training, consultation of farmers and to bases agribusiness, including micro financial activity, crediting, micro financing, leasing and others.
- 3.9 Development examination and realization of projects and programs of micro financing, crediting, charitable actions, innovational and investment.
- 3.10 Development of programs educational progressive instructions for farmers and, realization of training rates, creation of the scientific indicative centers.
- 3.11 Qualification and a training for a new profession of the staff, realization of seminars, congresses, symposiums, round tables as in Republics of Tajikistan, and abroad.
- 3.12 With the purpose of protection of rights of laws and founders the NADF has the right to create departments, groups, representation etc.
- 3.13 For achievement of the purposes and problems, the NADF has the right to use all having means and opportunities, not inconsistent to the current legislation of Republic of Tajikistan.

IV Membership in the NADF

- 4.1 Members of the NADF may be dehkan (farmer) facilities of, agricultural the enterprise cattle-breeding the enterprise, cocoon farming, fish farming, poultry-farming, gardens, individual economic persons including the organizations and the enterprises engaged in industrial serving, intermediary and other activity in sphere of an agriculture.
- 4.2. Membership in the NADF is carried out by means of promotion by his presidium with the account the statement of a nominee, in general meeting.
- 4.3. Membership and the termination membership in the NADF is carried out on a voluntary basis, also the NADF has the right to deduct any member of the NADF.

Deduction from the NADF to occur in a case infringement by a member of authorized norms. The decision about deduction is accepted by Presidium and affirms general meeting.

V. Rights of members of the NADF

- 5.1. Rights in activity of the NADF.
- 5.2. Rights to be to elite and to select other members in the NADF.
- 5.3. To receive the necessary information on a course of activity of the NADF.
- 5.4. To use all incentive means of the NADF.

VI. Duties of members of the NADF

- 6.1. Observance of the present Charter
- 6.2. To execute the decision General assembly and presidium
- 6.3. To pay in due time a membership dues
- 6.4. To represent in time reports structural division of the NADF
- 6.5. To allocate the certain part pure, the profit dehkan (farmer) facilities to the NADF

VII Management to the NADFs

- 7.1. The supreme body of the NADF is general meeting which is convoked once a year, including the NADF has the right to convoke General meeting necessarily.
- 7.2. Into the exclusive competence of the NADF enter:
 - · Change and addition in the charter of the NADF
 - Creation of an agency and the preliminary termination of his activity.
 - · Election of a revision committee.
- 7.3. The representation in General meeting the NADF to occur by means of one representative from one member, the Assembly is considered competent of that case if in it participates not less 3\2 participants
- 7.4. The structure of presidium consists of 11 persons elite from among veterans of work etc.
- 7.5. General meeting selects members of presidium to terms on five years by open or closed voting. One person has not the right to be selected in a responsible post of the NADF more than two times in succession.
- 7.6. The presidium to supervise over activity of the NADF during intermediate General meetings.
- 7.7. The presidium of the NADF has the right executive and a representative body dehkan (farmer) facilities of bodies.
- 7.8 The presidium is executive and administrative body and supervises activity of the NADF in decisions, which do not depend on general meeting.
- 7.9 The competence of the chairman of Presidium:
 - Has the personal responsibility for the lawful and proved activity of the NADF, supervises over general meeting and assembly of the NADF.
 - Defines(determines) rights and duties of the assistant and workers of structure of presidium
 - Solves all complaints and existing problems
 - · Opens accounts in banks
 - Accepts and dismisses workers of the NADF
 - Represents the NADF in all state and not state organizations.
 - Has the right to create departments, groups, laboratories with the purpose, effective work of the NADF

VIII. Rights and duties of the chairman

- 8.1. The chairman is selected General meeting for the period of five years.
- 8.2. The chairman to supervise over presidium of the NADF, organizational and industrial affairs of the NADF.
- 8.3. Represents offers be relative improvement the legislation in the field of agriculture to parliament of the country.
- 8.4. Organizes information analytical communication of the NADF.
- 8.5. Considers joint projects and agreements of the NADF and the government and represents their general meeting then signs.
- 8.6. Carries out a financial politics of the NADF.
- 8.7. To supervise over activity of heads regional zone, regional, and rural associations dehkan (farmer) facilities and establishes the control of their work.
- 8.8. Concludes contracts on behalf of the NADF.
- 8.9. Operates property and the financial assets allocated with general Meeting to the NADF.
- 8.10. Prepares projects of export and import activity of the NADF for consideration.
- 8.11. Protects interests of the members before commercial structures of the action which are available for the NADF.
- 8.12. Defines functions and problems of the assistants.
- 8.13. Prepares position of the device of the NADF, it I shall sweep away the maintenance and submits them on consideration and the statement to general Meeting.
- 8.14. To supervise to devices of the NADF over the general director. The manager of a department under the finance, managing a staff department accounts department etc.

IX. Property of the NADF

- 9.1. All property a building, a construction, engineering, tools and stock, a livestock of cattle and another which the NADF is on independent balance and means available on the current accounts are considered as the property of the NADF.
- 9.2. The property of the NADF may be formed for the account property of legal and physical persons.
- 9.3 The Property of the NADF also may, is increased greatly due to sponsor's and charitable the help of legal and physical persons. And also due to profits received from economic activities.
- 9.4 The Received net profit of the NADF goes on a payment and encouragement of employees, rent of office and other expenses of the NADF.
- 9.5 The entrance Fee for membership in the NADF makes 8 somon 60 diram.
- 9.6 The entrance Fee may be born in monetary or property forms.
- 9.7 Cost and the order of payment introductory and membership dues are established by general Meeting of members of the NADF.

X. Auditing Commission

- 10.1. The revision committee is selected General meeting in quantity of 9 persons.
- 10.2. Auditing structure on receipt to general Meeting of the NADF.
- 10.3. A revision committee from the members select the chairman and the secretary.
- 10.4. Audit is made no more a once per one year.

XI. Reorganization and liquidation of the NADF

11.1. The decision General assembly of the NADF

- 11.2. under the decision of court
- 11.3. General meeting makes a decision on liquidation of the NADF, and create the liquidating commission.
- 11.4. The NADF after absorption of all debts, stayed divides financial assets fifty-fifty between members of the NADF.

XII. The order modification and additions in the Charter

12.1. Change and addition in the Charter of the NADF affirms general meeting of founders and gets validity from the moment of its re-registration.

DEPENDE SERVICES STANFORM SERVICES OF THE SERV

4. NADFと農業省の協定書

MEMORANDUM OF UNDERSTANDING Between the Ministry of Agriculture of Tajikistan and the National Association of Private farms of Tajikistan

30 August 2008

Dushanbe

The Ministry of Agriculture of Tajikistan represented by the Minister Kosimov K. R., who is acting based on the Charter, and the National Association of Private farms of Tajikistan represented by the Chairman Sharipov A. F., who is acting based on the Charter, signed the present Memorandum of Understanding (MoU) for the following purposes:

- implementation of directive of the Government of Tajikistan aimed on economic reform in agricultural sector and ensuring food security in the country;
- facilitation of joint efforts in achieving sustainable agricultural development and growth, which would
 result to increasing profitableness of private farms and reduction of poverty in rural communities;
- development of integrated policy on supporting private farms and protecting their rights and economic interests;
- establishment of beneficial investment environment and ensuring foreign investment flow into agricultural sector, including effective use of these investment.

GENERAL OUTLINES

The MoU parties concluded the following areas of interventions to be effectual understanding and cooperation, as such:

- enhancement of legislation on agricultural sector, advocating the interests of farmers and other producers of agricultural products in the National Parliament - Majlisi Oli, government management and local executive authorities;
- development of National Strategy and other strategic documents and programmes on improving private farming and cooperatives movements;
- resolving the debts of private farms and development of new model of investment in agricultural sector;
- enhancement of financial status of private farms, reduction of tax rates and establishment of simplified accounting system in private farmers;
- ensure free accessibility of private farmers to credits and other technical resources, establish effective agricultural marketing and key production tools;
- development of scientifically based management system for private farms, which should include the leading management tools and techniques; establishment of demonstration sites with necessary equipment and leading technologies;
- provision of technical assistance in utilization of equipment and leading technologies, implementation
 of "know-how" in agricultural production through establishment of consulting services for private
 farms;
- ensure information and analytical support and establishment of Private farms Information Centres at jamoat, oblast and national levels;
- organization of analytical and monitoring system for agricultural sector reform and for implementation of resolutions and orders of the Government of Tajikistan concerning development of private farms.

RESPONSIBILITIES OF PARTIES

The Ministry will:

recognize the National Association of private farmers of Tajikistan as one of the key and strategic
partners in implementation of agrarian policy and improvement of private farm movement in the
country;

ı

- support the initiatives of the National Association of private farmers of Tajikistan on establishment of
 joint national newspaper "Hayoti dehot (Rurual life)" and on formation of Private farms Sponsors
 Council at national and local levels;
- actively participate in organization of joint events, such as conferences, symposiums, exhibitions, contests, press conference with mass media, seminars, round tables and in public discussions;
- establish exclusive rights on publication of recommendations, methodic guidelines, brochures, information booklets and leaflets, all aimed for the private farms;
- facilitate in formation and implementation of agricultural marketing infrastructure, which will be funded by the National Association of private farmers of Tajikistan.

The National Association of private farmers of Tajikistan will:

- participate in the events and urgent meetings of the Ministry, as well participate in the Ministry General Assembly meetings with no votes on decision-making;
- form the Private farms Sponsors Council of the National Association of private farmers of Tajikistan, which will be headed by Tajikistan Minister of Agriculture;
- reserve independence and autonomy at times of decision-making, given if conflict of interests appears;
- attract donor funds and other grants on implementation of agrarian policy, as well as on implementation
 of projects which are economically effectual and socially beneficial for the private farms;
- provide information on activities of the National Association for uploading on the web site of Tajikistan Ministry of Agriculture;

The regional structural divisions of Tajikistan Ministry of Agriculture and the National Association of private farmers of Tajikistan considering the present MoU will coordinate cooperation and joint activities at regional and local levels; furthermore they will jointly develop actions and cooperation schemes on implementation of agrarian policy at local level.

CLOSURE

None of the parties has right to transfer the responsibilities specified on present MoU to the third parties, unless such transfer to third parties is made based on written agreement of present MoU parties.

All amendments and additions to present MoU should take effects in written form sigued by anthorized representatives of both parties.

The present MoU will take effect from the date of signature by both parties. It will remain effective until the time when the parties fulfill their responsibilities specified above.

The present MoU is signed in two copies for each parties.

Signatures:

For the Ministry: For the National Association:

Kosimov K. R. Sharipov A. F. Minister Chairman (signed) (signed)

The Agreement between Tajik Agrarian University and National Association of Dehkan Farms of Tajikistan

January 14, 2009 Dushanbe city.

The Agrarian University of Tajikistan in the person of its chancellor I. Satori who continues his activity on the base of this order and the state Dehkan Farm Association of Tajikistan in the person of its chairman A. Sharipov who acts on the base of this charter made (conclude) this agreement to solve the following tasks.

- □ The implementation (fulfillment, accomplishment) of the performance (results) of the governance of the Republic of Tajikistan for the correction of the economy in the area of agriculture and to provide the food with security.
 □ To realize the common efforts for the stable development of agriculture and to increase the income of Dehkan Farm Association and to decrease the poor families of the village.
- ☐ To create the unitary policy that supports Dehkan Farm Associations and protects their rights.
- □ To give to the sponsors big opportunities (possibilities) and to provide the agriculture with big financial investments, and also to use these financial investments correctly (effectively).

The treaty provisions.

The parties came to agreement (came to terms) about the cooperation in the following questions:

- □ To make changes in the legislation of the Republic of Tajikistan in the sphere of agriculture, and to support the interests of the farmers and other producers of agricultural food in Majlisi Oli the parliament to the country, state authorities and local authorities.
- □ To create the state strategy and other strategical and programmatic (programmed) documents for the development of the dehkan (farm) movements and cooperatives.
- ☐ To solve problems of debts of the dehkan (farm) agriculture and provide the agriculture with new investments.
- ☐ To improve the dehkan (farm) agriculture financially, to use the nonexpert system of accounting in dehkan (farm) agriculture, to reduce the taxes.
- ☐ To give to the farms free access (open access) to the credit resources and technical and material procurement (supply), to develop the market system of agricultural production.
- ☐ To adopt the theoretical and practical system for the development of the activity of dehkan (farm) agriculture.
- ☐ To cooperate in the adoption and usage of the new technique and technology.
- □ Know how in the agricultural production by means of the adoption of consulting services of the dehkan (farm) agriculture.
- ☐ To provide the agrarian (agricultural) monitoring and to see how the decrees of Republic of Tajikistan about the improvement of dehkan (farm) agriculture is carried out.

The relationships between the parties:

The Agrarian University of Tajikistan

The Agrarian University of Tajikistan admits (acknowledges) that the state dehkan (farm) Association of Tajikistan is one of the main partners which carries out the agrarian policy and farm movements.

- ☐ The Agrarian University of Tajikistan admits (acknowledges) that the state dehkan (farm)

 Association of Tajikistan participates (takes part) in holding of common (joint) events,

 conferences, symposiums, fairs, trainings, press conferences, meetings and circular tables, also

 it helps in holding of mass advocacy which is devoted to the development of dehkan (farm)

 agriculture and the activity of cooperative movements.
- □ The Agrarian University of Tajikistan admits (acknowledges) that the National Association of Dehkan Farms helps in making of characteristics and instructions, pamphlets and books which make suggestions about the development of dehkan (farm) agriculture and the activity of the state Centre of innovation by means of the attraction of teachers and University workers.
- □ The Agrarian University of Tajikistan admits (acknowledges) that the National Association of Dehkan Farms holds lessons and trainings on professional development (further training) seminars and research conferences for the farmers on the base of the confirmed working programme of the training centre of the Agrarian University of the Republic of Tajikistan and the agreement of the Ministry of Agriculture of the Republic of Tajikistan.
- □ The Agrarian University of Tajikistan admits (acknowledges) that the National Association of Dehkan Farms provides the audience (listeners) with domicile during the trainings on professional development in accordance with the possibilities of the programme.
- ☐ The Agrarian University of Tajikistan admits (acknowledges) that the National Association of Dehkan Farms gives the certificates to the audience (listeners) after the ending of trainings on professional development.

National Association of Dehkan Farms

- □ National Association of Dehkan Farms attracts the teachers and the University workers who make different suggestions and notices for the solution of the tasks as per the present contract.
- □ National Association of Dehkan Farms does not lose its independence while the adoption of the decrees.
- □ National Association of Dehkan Farms attracts grants and donated funds (money) for the implementation of the agrarian policy and the development in the sphere of education, for the development of the projects which are politically and economically important for the National Association of Dehkan Farms.
- □ National Association of Dehkan Farms may get the information about the actions (arrangements) of the Association in the website of the Agrarian University of the Republic of Tajikistan.
- □ National Association of Dehkan Farms harmonizes (reconciles) the structure of the Agrarian

University of the Republic of Tajikistan and its own structure on the base of the present agreement.

Final (last) rules.

Not any party is permitted to shift his responsibilities onto the third person (just in case of the agreement of both parties).

All additions, amendments and changes which are entered into the present agreement should be made by mutual agreement and signatures of the both parties,

The present agreement takes effect (comes into effect, comes into force) from the moment of signing until the ending of the solution of the tasks about which is said above.

| The parties' signatures: | |
|--------------------------|-------------|
| Chancellor: | I. Sattori |
| Chairman: | A. Sharipov |