

**MEMORANDUM OF UNDERSTANDING
ON COOPERATION
WITH RESPECT TO TRADE IN WINE
BETWEEN
THE UNITED STATES DEPARTMENT OF THE TREASURY
AND
THE MINISTRY OF AGRICULTURE AND FOOD INDUSTRY OF THE REPUBLIC OF
MOLDOVA**

To help protect the public and to establish a consistent channel for information exchange regarding the import and export of wine, the Alcohol and Tobacco Tax and Trade Bureau (TTB) of the United States Department of the Treasury and the National Office for Vine and Wine (NOVW) of the Ministry of Agriculture and Food Industry of the Republic of Moldova (“the participants”) have reached the following understandings.

Section 1

The participants intend to consult and strengthen cooperation in the administration of their respective wine import and export regulations, and the making of compliance determinations. Through this process, the participants intend to enhance bilateral cooperation consistent with the international trade obligations of their respective governments, including, but not limited to, the Marrakesh Agreement Establishing the World Trade Organization.

Section 2

The participants intend to consult, collaborate, and exchange information with regard to the identity and the regulatory compliance of imported and exported wine. Through these exchanges, the participants intend to lay a foundation for further discussions to improve cooperation and enhance transparency of wine regulations.

The participants intend to strengthen cooperation as follows:

1) By exchanging information on wine issues related to their respective government’s laws, regulations, policies, procedures, standards, and labeling administration. If changes are made to the above information, each participant intends to update the other participant through timely notifications.

2) By providing timely notifications regarding changes to their respective government’s laws, regulations, policies, and procedures affecting the import and export trade in wine insofar as such changes relate to the participant’s jurisdiction over such matters. When problems are identified during the import process by either participant, the participants intend to make all efforts to resolve the issue through immediate information exchange and cooperative consultation via the points of contact listed in Annex 1 and in conjunction with any other applicable regulatory agencies. The contact points intend to ensure that action is taken to

examine the issue and that a response to any inquiry made, or information provided, by the other participant is issued in a timely manner. The contact points serve as the primary conduits for information exchange and cooperative consultation between the two participants with respect to this Memorandum of Understanding ("MOU").

3) By developing bilateral training sessions and seminars for the participants' regulatory, technical and scientific staff, and, where appropriate, officials from other relevant regulatory agencies.

4) By exchanging information with a view to developing cooperative laboratory testing procedures for wine analysis and compliance determinations, emphasizing the use of AOAC International (previously known as the Association of Official Analytical Chemists) and AOAC-equivalent methods. The participants intend to develop additional technical research, as necessary, based on ongoing cooperative efforts and mutually identified needs.

5) By exchanging information on wine counterfeiting or smuggling cases.

Section 3

Each participant understands that the other will conduct any activities in connection with this MOU in accordance with the respective government's laws and regulations, including those pertaining to disclosure requirements or privacy.

Section 4

Any cooperative activities carried out under this MOU should be based on available resources. The participants intend to fund their own respective participation in activities carried out under this MOU, unless they make other arrangements.

Section 5

In carrying out all of the above activities under this MOU, the participants intend to consult to resolve issues that may arise. Either participant may submit a written request for consultations. The participants may modify this MOU upon their mutual written consent.

Section 6

Either participant may discontinue this MOU at any time upon written notification to the other participant. Cooperative activities under this MOU should cease 90 days after the receipt of a participant's written notice of its intent to discontinue its participation.

Section 7

Cooperation under this MOU may commence upon the date of signature by the participants.

This MOU is signed in duplicate at Washington, DC on July 29, 2014 and does not create rights or obligations for the participants under international or domestic law.

**United States Department of the Treasury
Alcohol and Tobacco Tax and Trade Bureau
(TTB)**

**Ministry of Agriculture and Food Industry
National Office for Vine and Wine of the
Republic of Moldova (NOVW)**

THERESA MCCARTHY

VASILE BUMAÇOV

[signed]

[signed]

**Assistant Administrator
Headquarters Operations**

Minister of Agriculture

Annex 1

(a) TTB - United States

Director
International Affairs Division
Alcohol and Tobacco Tax and Trade Bureau
U.S. Department of the Treasury
1310 G Street, N.W., Box 12
Washington, D.C. 20005
USA
Tel: (+1) (202) 453-2260
Fax: (+1) (202) 453-2970
Email: itd@ttb.gov

(b) National Office for Vine and Wine (NOVW)- Republic of Moldova

Director
National Office for Vine and Wine
Ministry of Agriculture and Food Industry
162 Stefan cel Mare Blvd.,
Chisinau, MD 2004
Republic of Moldova
Tel. +373 22 23-34-27
Fax: +373 22 21-00-72
Email: office@wineofmoldova.com