



Memorandum of Understanding between the Inter-American Institute for Cooperation on Agriculture (IICA) and the World Organization for Animal Health (OIE)

THE INTER-AMERICAN INSTITUTE FOR COOPERATION ON AGRICULTURE, hereinafter referred to as IICA, represented by Dr. James G. Butler and the WORLD ORGANISATION FOR ANIMAL HEALTH hereinafter referred to as OIE, represented by Dr. Bernard Vallat, subscribe to the present Memorandum of Understanding, subject to the following recitals and clauses:

This Memorandum of Understanding revokes and replaces the agreement between the OIE and the IICA from 11 January 1993.

WHEREAS OIE promotes animal health in the international trade of animals and their related products by issuing harmonized sanitary guidelines on certification and disease control methods and working to improve the resources and legal framework of the national veterinary services.

OIE's mission is to ensure transparency in the global animal disease situation, to collect, analyze and disseminate veterinary scientific information, to provide expertise and encourage international solidarity in the control of animal diseases, within its mandate under the WTO SPS Agreement, to safeguard world trade by publishing health standards for international trade in animals and animal products, to improve the legal framework and resources of national veterinary services.

IICA is the specialized agency for agriculture of the Inter-American system, and its mission is to support its Member States in their pursuit of progress and prosperity through the modernization of the rural sector, the promotion of agricultural health and food safety, and the development of an agricultural sector that is competitive, technologically prepared, environmentally managed, and socially equitable for the peoples of the Americas.

Likewise IICA helps to strengthen national veterinary services so they can be more efficient and competitive nationally and internationally and can contribute to the improved health of their consumers.

IICA and OIE are organizations that have collaborated for many years on various activities related to animal health, public health and food safety; both play critical and complementary roles in the areas of animal health and agricultural development that extend beyond those traditional fields of collaboration, and are essential for prosperity in rural communities; IICA has a network of offices in their Member States and OIE has regional and sub regional representations that facilitate joint actions in these areas.

OIE and IICA signed a General Cooperation Agreement of unlimited duration in 1993 whose objectives include to improve animal disease control and eradication operations in Latin America and the Caribbean; and to establish a framework and legal basis for future agreements arising from shared concerns and mutual interests.

The Parties, therefore, wish to renew the Memorandum of Understanding as amended so that they may continue to work closely and systematically together on matters related to health and agriculture;

IT IS AGREED

CLAUSE ONE: Objective

- a) To help countries comply with the obligations of the Agreement on the Application of Sanitary and Phytosanitary Measures (SPS) of the World Trade Organization (WTO) and the implementation of international standards, guidelines and recommendations developed by the OIE.
- b) To establish a framework and legal basis for Specific Operating Agreements that may arise in the future from shared concerns or in response to proposals for collaboration by either Party.

CLAUSE TWO: Areas of Cooperation

The Parties, by mutual consent, and within the sixty days following the signing of the Memorandum of Understanding, will begin execution of the *Plan of Action*, which will be part of the present instrument and will define cooperation actions in the following areas:

- ***Strengthening National Veterinary Services***

This involves all the activities related to the assistance provided to veterinary services in the strengthening of their infrastructure based on gaps identified as a result of the application of the Performance, Vision and Strategy tool, created by IICA and then adapted and modified by the OIE for the compliance of Veterinary Services with international standards of quality.

- ***Coordination and Facilitation of Horizontal Technical Cooperation***

This includes the exchange of information and experiences and the participation of both organizations in activities and international meetings on animal health, emerging issues, Zoonoses, as well as the exchange of information on progress in, and possible joint actions for, increasing the participation of the private sector.

- ***Animal Health, Public Health, Zoonoses and Food Safety***

This refers to collaboration between IICA and OIE to exchange information, ideas and experiences in their respective areas of specialization. It also refers to the implementation of a number of technical cooperation actions in these areas, such as collaboration in training initiatives whose results will promote modernization and have favorable impacts on the animal health sector.

CLAUSE THREE: Operating Procedures

The Parties shall observe the following guidelines for implementing the current Memorandum of Understanding insofar as is possible and advisable:

- (a) The implementation of specific actions shall be governed by Specific Operating Agreements which shall set forth, in each case, the objectives; means of action; modes of participation; obligations of each Party; technical, financial, human resources and other contributions; budgets and other factors necessary to ensure satisfactory compliance with the terms of the Agreement.
- (b) The Parties agree, subject to (e) below, that they will hold a joint meeting at mutually convenient time and place at least annually to:
- Review the performance of the activities of the previous year
 - Develop the annual program of activities
 - Discuss any other matters that are of relevance to one or both parties.

If necessary, either Party may request that a meeting be convened with 45 days notice to the other Party to discuss matter(s) of concern relative to this Memorandum of Understanding.

Notwithstanding the above, the Parties undertake to communicate regularly, as required, with each other by means other than meetings.

Both parties agree to develop a work plan within 90 days of the signature of this Memorandum of Understanding.

- (c) The specific Operating Agreements referred to in the present Memorandum of Understanding may include the participation of other multilateral or bilateral technical cooperation and financial assistance organizations; or governments of countries concerned with improving agriculture and rural welfare in the Member Countries of IICA, or private organizations whose aims are compatible with those of the Parties, if the signatories of the present Memorandum of Understanding find it advisable and necessary.
- (d) In the implementation of joint activities not funded by external parties (non IICA/OIE), each Party will, as far as possible, meet its own costs. In addition, the Parties, singularly and collectively, will use their best efforts

to seek and obtain resources for programs, projects and activities previously agreed to. Specific funding requests may be developed in the work plan referred to in Clause Three B.

- (e) This Memorandum of Understanding shall not in any manner interfere with the individual actions, initiatives, opportunities or responsibilities of either contracting Party, or with their ability to pursue independent bilateral or multilateral actions, initiatives and opportunities whether within or without the Areas of Cooperation outlined in this Memorandum of Understanding.

CLAUSE FOUR: Shared Responsibilities

Each Party will appoint a general technical coordinator, and assign personnel to each of the areas or components of the Plan of Action, who shall:

- Keep one another informed of developments and activities of mutual interest, and of their participation in said activities;
- Mobilize resources in order to resolve technical gaps between countries;
- Review and evaluate activities and the results used as a basis for the future collaboration;
- Cooperate in creating means of joint communication, such as the publication of documents, posters and any audiovisual materials they consider necessary, with the view to increasing access to information and the public's knowledge of matters related to animal health, public health and agriculture;
- Formulate and disseminate strategies, guidelines and methods on topics related to agriculture and public health of mutual interest;

CLAUSE FIVE: Property Rights and Reciprocity

Each one of the Parties agrees to recognize the contributions of the other in executing the activities agreed upon, in publications, reports, informational

materials, messages or any other means used to disseminate information on these activities.

The results of the joint actions carried out as result of the collaboration between both Parties under the present Memorandum of Understanding will be published jointly. The Parties agree to consult each other in writing concerning the publication of the results, giving due credit to the contribution of the other Party.

It is agreed that all papers, finished or unfinished documents, writings, reports, data, surveys, drawings, maps, photographs, computer software, related source, and associated documentation, and other items produced under this Agreement shall be the joint property of OIE and IICA. OIE and IICA shall co-own all copyright rights and any other proprietary rights in and to such writings in any country or countries. This paragraph shall survive the termination of this Agreement.

CLAUSE SIX: Force Majeure

Neither one of the Parties shall be held responsible should it not be possible to fulfill all or part of the commitments assumed under the present Memorandum of Understanding due to force majeure, such as wars, natural disasters, civil or labor unrest, or any other cause beyond their control.

CLAUSE SEVEN: Coordination

Each Party will assign personnel, with their position clearly defined, prior to implementation of any activities, who will serve as point of contact and coordinator. Designated personnel shall continue to answer exclusively to the Party that assigns them. The Parties release each other from any responsibility that might arise regarding this matter.

CLAUSE EIGHT: Duration, Renewal and Amendments

The present Memorandum of Understanding shall go into effect on the date it is signed by the Parties and shall remain in effect for a period of four years, unless either Party gives six months written notice of its desire to terminate it.

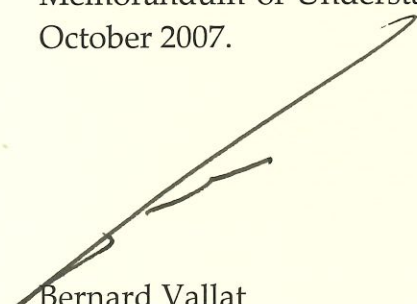
The terms of the present Memorandum of Understanding may be amended by mutual consent of the Parties; such amendments shall be appended hereto.

The present Memorandum of Understanding may be renewed for a similar period of time pending a joint analysis and agreement for its renewal by both Parties three months prior to its expiration. Any renewal should be made in the form of an Addendum that would form part of the principal Memorandum of Understanding and which would include any observations of the joint analysis undertaken to allow for the renewal of the Memorandum of Understanding.

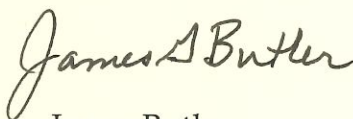
CLAUSE NINE: Others

The authentic version of this Memorandum of Understanding is the English version. In the event of any inconsistency with the Spanish translation, the English text will prevail.

IN WITNESS WHEREOF, the legally authorized representatives of the Parties sign two identical copies in the English language, equally binding, of the present Memorandum of Understanding, in Washington D.C., on the 8 of the month of October 2007.



Bernard Vallat
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World Organisation for
Animal Health (OIE)



James Butler
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Inter-American Institute for Cooperation
on Agriculture (IICA)