



**MEMORANDUM OF UNDERSTANDING WITH
REGARD TO COOPERATION**

ENTERED INTO BY AND BETWEEN:

THE

**WORLD ORGANISATION FOR ANIMAL HEALTH
(OIE)**

AND

THE

**GLOBAL ALLIANCE FOR LIVESTOCK
VETERINARY MEDICINES (GALVmed)**

MEMORANDUM OF UNDERSTANDING

BETWEEN THE OIE AND GALVmed

This Memorandum of Understanding (hereinafter referred to as the "MoU") is made between:

The **WORLD ORGANISATION FOR ANIMAL HEALTH** (hereinafter referred to as the "OIE"), an intergovernmental organisation having its headquarters at 12, rue de Prony, F-75017 Paris, France;

AND

GLOBAL ALLIANCE FOR LIVESTOCK VETERINARY MEDICINES (hereinafter referred to as "GALVmed"), a company limited by guarantee and incorporated in England & Wales under the Companies Acts (Registered Number 05393391) and having its registered office at c/o Maclay Murray & Spens LLP, One London Wall, London, EC2Y 5AB, and a registered charity in England & Wales with registered charity number 1115606;

The OIE and GALVMed are collectively referred as the "Parties" or individually, a "Party".

WHEREAS

- (A) The OIE is the intergovernmental organisation responsible for improving animal health worldwide with a total of 180 Member Countries, and recognised as a reference organisation by the World Trade Organization (WTO). The OIE maintains permanent relations with 61 other international and regional organisations and has Regional and Sub-Regional Offices on every continent. Its main objectives are to (i) ensure transparency in the global animal disease situation; (ii) collect, analyse and disseminate veterinary scientific information; (iii) encourage international solidarity in the control of animal diseases; (iv) safeguard world trade by publishing health standards for international trade in animals and animal products; (v) improve the legal framework and resources of national Veterinary Services; and (vi) to provide a better guarantee of food of animal origin and to promote animal welfare through a science-based approach.
- (B) The OIE World Animal Health and Welfare Fund (World Fund) is a multi-donor trust fund collecting voluntary contributions (subsidies, donations and legacies) provided by public or private bodies, institutions and individuals. The OIE World Fund receives funds from third parties for the purpose of implementing programmes of international public utility focusing on good governance and capacity building for the prevention and control of animal diseases, including those affecting humans, and the promotion of animal production food safety and animal welfare.
- (C) GALVmed is a not-for-profit company limited by guarantee and a registered charity which seeks to protect livestock and improve human lives by making livestock vaccines, diagnostics and medicines accessible and affordable to the millions for whom livestock is a lifeline. It promotes the effective use of resources for charitable purposes through the identification, management, funding and co-ordination of research into livestock vaccines, pharmaceuticals and diagnostic products and services; and the development and delivery of those products and services at affordable prices. It seeks to do this by (i) facilitating partnerships for livestock pharmaceutical research and development and manufacturing; (ii) creating and supporting sustainable markets and access to products for poor livestock keepers; and (iii) by developing project design and project and portfolio management.

- (D) The OIE sent a letter dated September 8, 2010 to, and countersigned by, GALVmed relating to a proposed plan of cooperation between the Parties.
- (E) The Parties in furtherance of their aims and objectives wish to formalize a basis on which the Parties may explore synergies and opportunities for cooperation and collaboration on matters of common interest, and to render their respective activities more effective and beneficial by entering into an arrangement whereby they will jointly contribute to the conceptualising, planning and implementation of initiatives that promote the adoption of effective animal health products by small-scale livestock keepers in the developing world.

NOW THEREFORE, GALVmed and OIE have agreed and hereby agree on the following modalities of cooperation:

1. RELATIONSHIP BETWEEN THE PARTIES

- 1.1 This MoU is entered into to formalize the commitment of the Parties to collaborate on matters relative to the areas of common interest, and set out the modalities of cooperation, as well as to allow the Parties to share information, and enter into further non-binding discussions and general negotiations. It is therefore not legally binding on the Parties nor enforceable in any circumstances notwithstanding anything to contrary in this MoU.
- 1.2 Nothing in this MoU is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the Parties, nor constitute either Party the agent of the other for any purpose, nor constitute either Party the employee of the other for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other Party in any way.
- 1.3 This MoU imposes no financial commitment on either Party. Each Party is responsible for its own costs arising from or in connection with this MoU.
- 1.4 This MoU does not obligate either Party to work exclusively for or with the other.
- 1.5 It is understood and acknowledged by the Parties that any collaborative activity as described in this MoU shall be subject to the availability of sufficient financial and human resources for that purpose, as well as each Party's priority activities, internal rules, administrative procedures and practices.

2. MODALITIES OF COLLABORATION

The Parties have identified the following thematic areas for collaboration:

- 2.1 **The OIE will support GALVmed's objectives through the following actions:**
- establishment and dissemination of intergovernmental standards, guidelines and recommendations of interest for GALVmed (on diagnostic methods, quality of vaccines, good governance, disease control methods).
 - support to VICH and the participation of emerging and developing countries to the VICH activities;

- facilitating contact with government or regional/sub-regional regulatory bodies to improve efficiency and quality of product registration;
- contributing to the setting of guidelines regarding the improvement and appropriate use of animal health vaccines, diagnostics and medicines, including and in particular analysis of (i) national registration, legislation and/or other regulation of veterinary vaccines, diagnostics and medicines, and (ii) assessment of national (and regional) distribution chains and of points of sale of veterinary vaccines, medicines and products;
- supporting the establishment of relevant OIE collaborating centres and the validation of their ongoing compliance with quality management systems;
- developing and supporting the establishment of relevant regional agreements with regional Organisations;
- training National Delegates to the OIE, National Focal Points for Veterinary Products, National Focal Points for Laboratories and other relevant players;
- sharing non-restricted information relating to the PVS Pathway reports to assist veterinary services in identifying their current level of performance, identifying gaps and weaknesses in their ability to comply with OIE intergovernmental standards on quality and on veterinary legislation;
- supporting assessment and networks of national veterinary laboratories;
- establishing and maintaining laboratory, Veterinary education establishment, and Veterinary Statutory Bodies twinning arrangements;
- establishing and maintaining regional vaccine banks
- managing the collection of data and promoting the prudent use of antimicrobials and developing alternative approaches including vaccination to prevent and control animal diseases;
- sharing strategies on communication and advocacy of sustainable livestock production and animal health messages such as (i) animal health being a poverty and food security related issue and (ii) the interconnection of climate change and livestock;
- facilitating the involvement of OIE experts in GALVmed projects when appropriate.

2.2 GALVMed will support OIE's objectives through the following actions:

- developing partnerships for animal disease prevention and control;
- supporting, facilitating, and enhancing public private partnerships;
- developing agreements for collaboration;
- researching into improved and new veterinary medicines including antimicrobials, vaccines, and diagnostic tests;
- supporting and ensuring the sustainable and safe manufacture of quality veterinary medicines and vaccines, diagnostic kits and reagents;

- identifying and filling gaps in the delivery of animal health services, in delivery systems for animal health products (vaccines, diagnostics and medicines), and advocating the implementation of OIE standards of veterinary good governance on these fields;
- sharing non-restricted data on markets including but not limited to (i) the socio economic impact of animal diseases, animal vaccines, medicines and products, and of the Parties' respective interventions, and (ii) animal health product market approaches and strategies including management of market authorizations;
- sharing non-restricted information relating to its projects in developing countries, based on its practical experience in the field of applied research and national registration relevant to vaccines;
- sharing strategies on communication and advocacy of sustainable livestock production and animal health messages such as (i) animal health being a poverty and food security related issue and (ii) the interconnection of climate change and livestock;
- supporting the prudent use of antimicrobials and developing alternative approaches including vaccination to prevent and control animal diseases.
- facilitating the involvement of GALVmed experts in OIE projects when relevant.

3. PRACTICAL IMPLEMENTATION

3.1 All activities pursuant to the objectives of this MoU shall be implemented through specific agreements to be entered into in addition to this MoU (individually, "Additional Agreement").

Each Additional Agreement shall be consistent with the aims and objectives of the Parties as summarised in the recitals to this MoU, and shall have separate terms, conditions and jurisdiction that may not necessarily replicate those of this MoU.

3.2 Each Additional Agreement shall be in English and shall be signed by the respective Chief Executive Officer or Director General of the Parties or their designated representatives authorised to contract for the organisation, and shall contain clear and appropriate provisions on:

- the objectives of the Additional Agreement and the respective obligations of the Parties
- duration and termination;
- terms of reference, including deliverables and implementation plans (where appropriate);
- financial terms and conditions as applicable to each Party;
- the publication of results and use and ownership of intellectual property rights.

4. PUBLICATION

4.1 Neither Party shall make any publication in connection with this MoU without having obtained the other Party's written consent. The wording of such publication shall be agreed between the Parties and the collaboration of the Parties shall be duly acknowledged in any such publication, unless a Party does not want to be associated with the publication.

5. LIABILITY

Each Party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this MoU. Neither Party shall be responsible for any loss, accident, damage or injury ("Losses") suffered or caused by the other Party or that other Party's employees, agents, consultants or sub-contractors, in connection with the collaborative activities under this MoU, unless any of such Losses results from the gross negligence or willful misconduct of the other Party.

6. DURATION AND MODIFICATION

This MoU shall enter into force upon execution by both Parties and have a two-year term, renewable by mutual written agreement for subsequent two-year terms. If the MoU is not renewed, it shall automatically expire at the end of the initial two-year term or the then-current term. This MoU should be reviewed if necessary following any pertinent changes to policies, procedures and structures of the parties concerned. Either Party may terminate this MoU by providing 90 days written notice to the other party with the reasons for the termination.

7. FAIRNESS AND GOOD FAITH

Good Faith

7.1 The Parties undertake to act in good faith with respect to each other's rights under the objectives of this MoU and to respect and take account of each other's aims and objectives as summarised in the recitals to this MoU.

Operation

7.2. The Parties recognize that it is impractical in the Additional Agreements to provide for every contingency which may arise during or after the life of the agreement, and the Parties hereby agree that it is their intention that the Additional Agreement shall operate fairly between them and without detriment to the interest to either of them.

8. AUTHORITY

The Parties hereby warrant and represent that they are authorised to negotiate, conclude and implement this MoU.

9. ENTIRE AGREEMENT

This MoU constitutes the sole record of the agreement between the parties relating to the subject matter hereof and supersedes any other agreement, whether written or oral which may have been entered between the parties.

10. SETTLEMENT OF DISPUTES

The Parties shall use their best efforts to amicably settle in good faith any disputes arising out or in connection with this MoU. Any dispute between the parties arising out of the interpretation or execution of this Agreement shall be settled by mutual agreement. If both parties are unable to resolve amicably such dispute, either Party shall have the right to request arbitration in accordance with the Permanent Court of Arbitration (The Hague, Netherlands) Optional Rules for Arbitration between International Organizations and Private Parties. The Parties agree to be bound by any arbitration award rendered in accordance with the above, as the final adjudication of any such dispute.

IN WITNESS WHEREOF this MoU is executed in duplicate by the Parties as follows:

SIGNED for and on behalf of
GLOBAL ALLIANCE FOR LIVESTOCK VETERINARY MEDICINES

By Peter Jeffries, Chief Executive  (signature)

on 29th October 2014 (date)

in the presence of:

 Witness

FRANCIS-XAVIER ROBERTS Name

CAVmed Address

Edinburgh, UK

SIGNED for and on behalf of
[insert party name]

by Bernard Vallat, Director General,  (signature)

on 27 OCTOBER 2014 (date)

in the presence of:

..... Witness

..... Name

..... Address

.....