

91GS/Adm-10/En
Original: English
March 2024

**Memorandum of Understanding
between
the Southern African Development Community (SADC)
and
the World Organisation for Animal Health (WOAH)**

[Administrative Working Document]



Contents

1. Factsheet: Southern African Development Community (SADC)	3
1.1 Description	3
1.2 Mission	3
1.3 Headquarters	3
1.4 Foundation	3
1.5 Structure	4
1.6 SADC Institutions	4
1.7 Directorates and Units	5
2. Memorandum of Understanding	6

1. Factsheet: Southern African Development Community (SADC)

1.1 Description

The Southern African Development Community (SADC) Secretariat is the body that facilitates the implementation of SADC programmes and activities to meet its objectives and overall goal of poverty eradication and regional integration¹.

1.2 Mission

SADC's mission is to provide strategic expertise and coordinate the harmonisation of policies and strategies to accelerate Regional Integration and Sustainable Development.

The objectives of SADC are to achieve development and economic growth, alleviate poverty, enhance the standard and quality of life of the people of Southern Africa and support the socially disadvantaged through Regional Integration, via:

- evolving common political values, systems and institutions;
- promoting and defending peace and security;
- promoting self-sustaining development on the basis of collective self-reliance, and the inter-dependence of Member States;
- achieving complementarity between national and regional strategies and programmes;
- promoting and maximising productive employment and utilisation of resources of the region;
- achieving sustainable utilisation of natural resources and effective protection of the environment;
- strengthening and consolidating the long-standing historical, social and cultural affinities and links among the people of the Region.

1.3 Headquarters

Gaborone, Botswana.

1.4 Foundation

The predecessor of the Southern African Development Community (SADC) was the Southern African Development Coordination Conference (SADCC), established in 1980. It was established with 9 Member States (Angola, Botswana, Eswatini [then Swaziland], Lesotho, Malawi, Mozambique, United Republic of Tanzania, Zambia and Zimbabwe). In 1992, Heads of Government of the region agreed to transform SADCC into the Southern African Development Community (SADC), with the focus on integration of economic development. The current SADC members are Angola, Botswana, Comoros, DR Congo, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Eswatini, Tanzania, Zambia and Zimbabwe.

The SADC Treaty was signed to establish SADC as the successor to the Southern African Coordinating Conference (SADCC). This Treaty was set out to help in achieving the SADC Objectives. It established a series of Institutional Mechanisms, including the following: Summit of Heads of State or Government, Council of Ministers, Standing Committee of Officials, a Secretariat and a Tribunal.

The SADC Treaty was amended in 2001 to restructure its institutions as part of institutional reform necessitated by several difficulties and constraints encountered in the transition from a coordinating Conference into a Community, and also to establish the Regional Indicative Strategic Development Plan (RISDP). This plan, based on the strategic priorities of SADC and the Common Agenda, is designed to provide strategic direction with respect to SADC projects, programmes and activities.

¹<https://www.sadc.int/>

1.5 Structure

The SADC Chairmanship is held on an annual rotational basis by a member country's Head of State (currently H.E. João Lourenço, the President of the Republic of Angola). The Chairperson oversees the highest level of the governance structure of SADC, and among others, has the overall mandate of providing policy direction, and controlling the functions of SADC. The SADC Chairperson also interacts with the SADC Secretariat staff, provides guidance, and signs SADC legal instruments during their tenure.

The SADC Secretariat is the principal executive institution of SADC, responsible for strategic planning, co-ordination and management of SADC programmes. It is also responsible for the implementation of decisions of SADC policy and institutions such as the Summit, the Troikas and Council of Ministers. It is headed by an Executive Secretary (H.E. Elias M. Magosi, the Seventh SADC Executive Secretary) and has its headquarters in Gaborone, Botswana. The Secretariat is guided by Institutional Vision and Mission.

1.6 SADC Institutions

SADC has 10 Institutions and Organs for executing the organisation's mandate. These are:

1. **SADC Parliamentary Forum:** A regional inter-parliamentary body composed of Members of Parliament from SADC Member State national parliaments, representing over 3,500 parliamentarians in the SADC Region.
2. **SADC Committee of Ambassadors & High Commissioners:** Its functions are to advise the SADC National Committees on issues related to the implementation of SADC programmes and activities; facilitate interaction and consultations between Member Countries and the SADC Secretariat; consider matters related to the implementation of the Regional Indicative Strategic Development Plan (RISDP) and the Strategic Plan of the Organ and make appropriate recommendations to the SADC National Committees; follow-up the implementation of Council decisions; and carry out any other functions at the behest of Council.
3. **SADC National Committees:** They provide inputs at national level in the formulation of regional policies and strategies, as well as coordinate and oversee the implementation of programmes at national level. The Committees are also responsible for the initiation of SADC projects and issue papers as an input into the preparation of the Regional Strategies.
4. **SADC Secretariat:** The principal executive institution of SADC, responsible for strategic planning, co-ordination and management of SADC programmes. It is also responsible for the implementation of decisions of SADC policy and institutions such as the Summit, the Troikas and Council of Ministers.
5. **Standing Committee of Senior Officials:** A technical advisory committee to the Council of Ministers. It consists of one Permanent/Principal Secretary, or an official of equivalent rank from each Member State, preferably from a ministry responsible for economic planning or finance.
6. **Sectoral & Cluster Ministerial Committees:** This consists of ministers from each SADC Member State.
7. **SADC Council of Ministers:** Oversees the functioning and development of SADC and ensures that policies are properly implemented. The Council consists of Ministers from each Member State, usually from the Ministries of Foreign Affairs, Economic Planning, or Finance.
8. **SADC Administrative Tribunal (SADCAT):** Established by a Resolution of the SADC Summit meeting pursuant to the SADC Treaty.
9. **Summit Troika of the Organ:** The SADC Organ on Politics Defence and Security is managed on a Troika basis and is responsible for promoting peace and security in the SADC region. It is mandated to steer and provide Member states with direction regarding matters that threaten peace, security and stability in the region.
10. **Summit of Heads of State or Government:** Responsible for the overall policy direction and control of functions of the community, ultimately making it the policy-making institution of SADC.

1.7 Directorates and Units

SADC has many Directorates and Units, but those most relevant to WOH are the **Food Agriculture and Natural Resources (FANR) Directorate** mandated to promote agricultural productivity and food security and the **Directorate of Industrial Development and Trade**, mandated to facilitate trade liberalisation and integration (includes SPS matters).

(Source: Adapted from the SADC Website)

2. Memorandum of Understanding

RENEWAL MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC) AND THE WORLD ORGANISATION FOR ANIMAL HEALTH (WOAH)

PREAMBLE

This Memorandum of Understanding (“MoU”) is entered into between the Southern African Development Community (hereinafter referred to as “SADC”), its Principal Office at the SADC Headquarters, Plot No. 54385, Central Business District, Private Bag 0095, Gaborone, Botswana and the World Organisation for Animal Health (hereinafter referred to as “WOAH”) its Principal Office at World Organisation for Animal Health Headquarters, 12 rue de Prony, Paris, France

WHEREAS, the World Organisation for Animal Health, whose statutory name is Office International des Epizooties, is an intergovernmental organisation recognised by the World Trade Organization as a reference organisation for international standards concerning the sanitary safety of international trade of animals and products of animal origin and zoonoses, and is in charge of improving animal health, veterinary public health and animal welfare worldwide, as well as transparency of the global animal disease situation;

WHEREAS, the Southern African Development Community is an international organisation established under the 1992 Treaty Establishing the Southern African Development Community as amended, comprising Member States committed, amongst its objectives, to promote sustainable and equitable economic growth and socio-economic development;

WHEREAS, SADC and WOAH (hereinafter referred to collectively as the “Parties” and individually as a “Party”) share common objectives and wish to collaborate to further their common goals and objectives within their respective mandates and governing rules and regulations;

RECOGNISING the need to develop and strengthen their cooperation in order to benefit from complementarities while avoiding unnecessary duplication and overlapping; and

CONSIDERING THAT, the Parties formalised a basis for cooperation and collaboration on matters of common interest through an agreement signed on 23 May 2003 (hereinafter referred to as the “2003 Agreement”);

NOW THEREFORE, the Parties are interested in continuing their collaboration and therefore have agreed to enter into this Memorandum of Understanding (hereinafter referred to as the ‘MoU’) which will supersede the 2003 Agreement;

ARTICLE 1 PURPOSE OF THE MOU

The purpose of this MoU is to establish a revised framework for cooperation between the Parties, within their respective competencies and subject to their respective rules and regulations, to enable the Parties to pursue more effectively their common interests and objectives.

ARTICLE 2 AREAS OF COOPERATION

1. The Parties agree to cooperate in the following areas:
 - (a) animal¹ health, including transboundary animal diseases, zoonoses, emerging infectious diseases, etc;
 - (b) animal Welfare²;
 - (c) Antimicrobial Resistance (AMR);
 - (d) aquatic animal health and biosecurity (including fisheries);
 - (e) wildlife health;
 - (f) food safety;
 - (g) economics of animal health and contribution of animal health to SDGs;
 - (h) impact of the strengthening of animal health systems in a One Health context; and
 - (i) issues of biothreat reduction.
2. Other areas of cooperation or activities may be identified and jointly agreed upon by the Parties during the implementation of this MoU.

ARTICLE 3 CONSULTATION AND EXCHANGE OF INFORMATION

1. The Parties will, on a regular basis, keep each other informed of, and consult on, matters of common interest, which in their opinion are likely to lead or contribute to the attainment of the agreed actions through mutual collaboration.
2. Subject to their respective internal regulations regarding the safeguarding of confidential information, the Parties will, as necessary and appropriate, exchange information and documents concerning matters of common interest. Such information will be used by the Parties solely for the purposes of their collaboration.
3. The Parties will, in the interest of their respective activities, seek each other's expertise and observations to optimise the effects of such activities. Should the activities of the Parties in fields of common interest so dictate, either Party may request the cooperation of the other whenever the latter Party is in a position to assist develop the former's activities. The Parties will endeavour, insofar as possible and in compliance with their constituent instruments and the decisions of their competent bodies, to respond favourably to such requests for cooperation in accordance with procedures and arrangements to be mutually agreed upon.
4. Where possible, the Parties will extend to each other invitations for participation in meetings, seminars and conferences during which matters of common interest are to be discussed and where observers are allowed.
5. The Parties will, at such intervals as agreed and deemed appropriate, convene meetings to review the progress on activities being carried out under this MoU.

¹Animal: Means a mammal, reptile, bird or bee.

² Animal Welfare: means the physical and mental state of an animal in relation to the conditions in which it lives and dies.

ARTICLE 4 IMPLEMENTATION OF THE MOU

1. In order to implement the specific activities envisioned hereunder, the Parties will develop an Action/Implementation Plan and may jointly mobilise resources for the implementation of the agreed activities. Such funding/ project implementation agreements will reference this MoU.
2. Parties may also conclude funding/ project implementation agreements for the implementation of the activities under the MoU in accordance with their respective regulations, rules and procedures, which shall specify the costs or expenses relating to the activity and how they are to be financed.
3. Notwithstanding Article 4 (1) above, or anything contained in this MoU, the Parties agree that this MoU and any work plan agreed to hereunder are neither fiscal nor funding obligations documents. Any commitment to transfer funds, goods or services between the Parties for the implementation of this MoU, will be outlined in separate agreements that will be made in writing between the Parties and will be independently authorised by an appropriate authority of the funding party consistent with the regulations, rules, policies and practice of the Parties.
4. Joint activities will be planned and carried out on agreed basis between the Parties, and in accordance with the applicable regulations, rules and directives of the Parties.
5. Each Party will be responsible for its acts and omissions in connection with this MoU and its implementation.
6. Any Annex to this MoU will be considered an integral part of this MoU.

ARTICLE 5 INTELLECTUAL PROPERTY RIGHTS

1. The Parties recognise the importance of protecting and respecting intellectual property rights. This MoU does not grant the right to use any work created outside the framework of this MoU, of which one Party is the author or holds the intellectual property rights.
2. All intellectual property rights in materials developed jointly by the Parties will be jointly owned by the Parties. Intellectual property rights in any material made available by the Parties to be used to carry out the activities shall remain with the originating Party.
3. The Parties will mutually agree on preparation and issuance of any publications pertaining to joint activities arising from this MoU. If a Party (the "Publishing Party") prepares and issues publications on its own which refers to joint activities involving both Parties, the other Party shall be given the opportunity to comment on the content before the publication is issued and the Parties will agree on any further amendment to the text. The copyright to the publication shall remain with the Publishing Party. The copyright of any contribution made to the publication by the other Party (the "Contributing Party") will be retained by the Contributing Party who hereby grants to the Publishing Party a worldwide, non-exclusive, sub-licensable, royalty-free license to use such copyright for purposes of publication.
4. The collaboration of the Parties shall be duly acknowledged in any publication resulting from this MoU, unless a Party notifies that it does not wish to be associated with the publication. The wording of the acknowledgement shall be agreed between the Parties.

ARTICLE 6 CONFIDENTIALITY

1. The Parties may disclose to the public this MoU and information with respect to activities carried out under this MoU in accordance with the Parties' relevant policies.
2. Any sharing of confidential information between the Parties will be subject to their respective policies and procedures relating to the disclosure of confidential information. Each Party will take any action to protect confidential and/or classified information of the other Party.

ARTICLE 7 USE OF THE PARTIES' NAMES AND EMBLEMS

Except as provided in any subsequent agreement, neither Party shall use the other Party's name, acronym, emblem, or trademark, without the prior consent of the other Party.

ARTICLE 8 PRIVILEGES AND IMMUNITIES

Nothing in or relating to this MoU shall be deemed a waiver of any privileges or immunities which WOAHA and/or SADC enjoys.

ARTICLE 9 ENTRY INTO FORCE

1. This MoU will enter into force upon the last signature date by either the Director General of WOAHA or the Executive Secretary of SADC.
2. The Parties agree that this MoU will be concluded physically or electronically via email exchange of scanned signed copies and that the signed copies exchanged in this manner shall be treated as originals.

ARTICLE 10 TERM OF THE MOU

This MoU shall have an initial five-year term, which may be renewed in writing by mutual consent of the Parties. Each Party may suggest revisions to this MoU prior to each renewal date or at any other appropriate time in order to update the content of this MoU.

ARTICLE 11 AMENDMENT

This MoU may be amended by mutual consent expressed in writing by the Parties.

ARTICLE 12 TERMINATION

1. Either Party may terminate this MoU by giving six months' notice to the other Party.
2. Upon termination, the Parties shall take the necessary steps to bring all activities under this MoU to a prompt and orderly conclusion.
3. Termination will not affect the implementation of ongoing activities, which have been decided by the Parties prior to the date of termination, unless otherwise agreed by the Parties in writing.

**ARTICLE 13
SETTLEMENT OF DISPUTES**

Any dispute arising out of the interpretation or implementation of the provisions of this MoU shall be settled amicably through consultation or negotiation between the Parties.

**ARTICLE 14
ENTIRETY OF THE MOU**

This MoU comprises the complete understanding of the Parties in respect of the subject matter of this MoU shall supersede the Agreement between SADC and Office International des Epizooties dated 26 August 2003.

**ARTICLE 15
NOTICES AND ADDRESSES**

Any notice or request required or permitted to be given or made under this MoU shall be made in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by certified mail, courier, telex, or cable to the other Party at the address specified below or such other address as shall be hereafter notified.

For WOAAH:

Director general
World Organisation for Animal Health (WOAH)
12 rue de Prony
Paris, **FRANCE**.

For SADC:

H.E. Elias Magosi,
Executive Secretary,
SADC Secretariat,
Plot 54385 Central Business District,
Private Bag 0095,
Gaborone, **BOTSWANA**.

IN WITNESS WHEREOF, the Director General of the World Organisation for Animal Health and the Executive Secretary of the Southern African Development Community have signed the present MoU in duplicate, in English.

Monique Eloit
Director General
World Organisation for Animal Health (WOAH)

Elias Mpedi Magosi
Executive Secretary
Southern African Development Community

Date: _____

Date: _____