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**Memorandum of Understanding
between
the Pacific Community (SPC)
and
the World Organisation for Animal Health (WOAH)**

[Administrative Working Document]



Contents

1. Factsheet: The Pacific Community (SPC)	3
1.1 <i>Description</i>	3
1.2 <i>Mission</i>	3
1.3 <i>Vision</i>	3
1.4 <i>SPC's Goals</i>	4
1.5 <i>Headquarters</i>	4
1.6 <i>Foundation</i>	4
1.7 <i>Structure</i>	4
1.8 <i>Partners and stakeholders</i>	4
2. Memorandum of Understanding	5

1. Factsheet: The Pacific Community (SPC)

1.1 Description

The Pacific Community (SPC)¹ is the principal scientific and technical organisation in the Pacific region, supporting development since 1947. It is an international development organisation owned and governed by the 27 Pacific country and territory members.

The Pacific Community supports sustainable development by applying a people-centred approach to science, research and technology across all the Sustainable Development Goals (SDGs). It serves their members by interweaving and harnessing the nexus of climate, ocean, land, culture, rights and good governance; through trusted partnerships; investing in Pacific people; and understanding Pacific contexts.

SPC is guided by a Pacific vision of social, cultural, environmental and economic integrity, sovereignty and security, where PICTs can respond appropriately to the challenges associated with climate change, while contributing towards the global development agenda.

The Animal Health and Production Section of the Land Resources Division aims to strengthen the provision of technical support through effective partnerships in veterinary and para-veterinary services, animal disease surveillance and management, and animal welfare and production services such as housing and waste management, feeds and nutrition, animal genetics, and husbandry practices, framed under a 'One Health' approach.

Aquaculture is an important and expanding sector in the Pacific, providing food, creating jobs and improving livelihoods for the region and its communities. Aquatic animal diseases are a significant threat to the sustainability and productivity of aquaculture. It is vital to heed the potential for transboundary diseases to spread rapidly and uncontrollably, bringing long-term social and economic damage. The Aquatic Biosecurity team under the SPC Fisheries, Aquaculture and Marine Ecosystems (FAME) provides technical support to members through the [Regional Framework on Aquatic Biosecurity](#). The framework focuses on key areas such as governance, practices and infrastructure, aquatic species introductions and transfers, and training and cooperation.

1.2 Mission

SPC's mission is to progress all Pacific peoples' rights and well-being through science and knowledge, guided by their in-depth understanding of Blue Pacific contexts and cultures.

1.3 Vision

SPC's vision is to voyage towards a resilient Pacific. A region of peace, harmony and prosperity, where all the Pacific people and communities live safe, free, healthy, sustainable and productive lives. As wayfinders, their paths are intertwined with the culture, environment and resources of their Blue Pacific Continent. SCP recognises their role as stewards of our Pacific Ocean and are responding with urgent collective action to the threat of climate change.

¹ www.spc.int

1.4 SPC's Goals

SPC's goals are to contribute to the development goals of member countries and territories in the following areas:

- Goal 1 – All Pacific people benefit from sustainable development.
- Goal 2 – All Pacific communities and cultures are empowered and resilient.
- Goal 3 – All Pacific people reach their full potential and live long and healthy lives.
- Goal 4 – One SPC delivers integrated programmes through streamlined services.

1.5 Headquarters

Noumea, New Caledonia

1.6 Foundation

In 1947, the Canberra Agreement established the South Pacific Commission at the end of World War II to promote the economic and social welfare and advancement of people in the Pacific region. Since its inception in 1947, the Pacific Community (SPC) has expanded its membership to include the North Pacific and more countries across the South Pacific. SPC is a regional public good and an extension of Pacific Island Countries and Territories supporting on scientific, technical and development actions to address and overcome the challenges faced by the Blue Pacific.

1.7 Structure

SPC Headquarters is based in Nouméa, New Caledonia with sub-regional offices in Fiji, Federated States of Micronesia, Vanuatu and Tonga that serve its 27 member countries (American Samoa, Australia, Cook Islands, Federated States of Micronesia, Fiji, France, French Polynesia, Guam, Kiribati, Marshall Islands, Nauru, New Caledonia, New Zealand, Niue, Northern Mariana Islands, Palau, Papua New Guinea, Pitcairn, Samoa, Solomon Islands, Tokelau, Tonga, Tuvalu, United Kingdom, United States of America, Vanuatu and Wallis and Futuna).

SPC's governing body is the Conference of the Pacific Community, which is charged with establishing the high-level, strategic orientations of the organisation. It meets every two years at the ministerial level. In years when the Conference does not meet, the Committee of Representatives of Governments and Administrations (CRGA) is empowered to make decisions on governance issues. CRGA also has three sub-committees that report to it: the Sub-committee on the implementation of the Strategic Plan, the Pacific Board for Educational Quality and the Audit and Risk Committee. The terms of reference for those committees and all SPC's governance documents can be found in the [Pacific Community Governance Compendium](#).

1.8 Partners and stakeholders

SPC covers more than 30 thematic sectors that are key to Pacific development, with a focus on regional cross-cutting issues identified by its members, including: resilience and climate action, natural resources and biodiversity, food systems, equity, education and social development, sustainable economies and livelihoods, planetary health and transforming institutional effectiveness.

To implement this multi-sectoral approach, SPC draws on the skills and capabilities of its members and regional and international partners and facilitates knowledge sharing between countries and territories. Using the evidence and culturally informed approaches, SPC develops and delivers integrated, multi-sectoral solutions to address its members' needs and regional development priorities.

2. Memorandum of Understanding

**RENEWAL
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PACIFIC COMMUNITY (SPC)
AND
THE WORLD ORGANISATION FOR ANIMAL HEALTH (WOAH)**

PREAMBLE

WHEREAS the Pacific Community ('SPC') is an intergovernmental organisation founded by treaty (the Canberra Agreement) in 1947, owned and governed by 27 member countries and territories to serve the development, scientific and technical needs of the Pacific region;

WHEREAS the World Organisation for Animal Health, whose statutory name is *Office International des Epizooties* (hereinafter referred to as 'WOAH'), 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 promoting transparency of the global animal disease situation;

WHEREAS SPC and WOAH (hereinafter referred to collectively as the 'Parties' and individually as a 'Party') share common objectives of strengthening the veterinary and aquatic animal health services, improvement of animal health and welfare, thus supporting the development of the livestock and aquaculture sectors of the Pacific region; and wish to collaborate to further their common goals and objectives within their respective mandates and governing rules and regulations;

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

CONSIDERING THAT, the Parties formalised a basis for cooperation and collaboration on matters of common interest through an agreement signed on 16 September 1999 (hereinafter referred to as the '1999 Agreement');

CONSIDERING THAT, the Parties now wish to amend the 1999 Agreement notably to establish new basis for their collaboration;

NOW THEREFORE, the Parties have agreed to enter into this Memorandum of Understanding (hereinafter referred to as the 'MoU') which will amend and supersede the 1999 Agreement:

1. Purpose and Scope

- 1.1. The purpose of this MoU is to facilitate collaboration between SPC and WOAH, particularly in the following areas of mutual interest, which provide a framework for the partnership and the basis for elaborating a commonly agreed workplan:
 - a. **Strengthen Veterinary Services:** Capacity building of Veterinary and Aquatic Animal Health Services and workforce development by training and implementation of Performance of Veterinary Services (PVS) pathway activities in the Pacific.
 - b. **Strengthen terrestrial and aquatic disease surveillance and reporting:** Capacity building on terrestrial and aquatic animal disease surveillance, prevention and control, timely reporting, through SPC and WOAH's World Animal Health Information System (WAHIS) and emergency preparedness.

- c. **Prevention and control of Transboundary Animal Diseases through GFTADs mechanism:** Support for the implementation of the regional strategy and sub-regional action plans on Global Framework for Transboundary Animal Diseases (GFTADs) in the Pacific.
 - d. **Promotion of One Health approach:** Strengthen partnerships and operationalisation of actions to control zoonoses, antimicrobial resistance (AMR), wildlife health risks, and other issues using the One Health approach in the Pacific in line with the Quadripartite One Health Joint Plan of Action.
 - e. **Improving Animal welfare:** Technical support on the continuous improvement of animal welfare awareness and practices in the Pacific.
 - f. **Supporting networks:** Support the terrestrial and aquatic animal health priority areas identified by the Pacific Heads of Veterinary and Animal Production Services Network (PHOVAPS), as the regional mechanism to facilitate collaboration in developing programmes to strengthen animal health and production services across the Pacific.
- 1.2 This MoU between the Parties does not preclude any other form of collaboration, service provision or other activities that the Parties may agree upon in writing from time to time.
- 1.3 This MoU between the Parties is not exclusive and does not preclude either Party from engaging in, or continuing collaboration or other activities with third parties.

2. *Mutual consultation and exchange of information*

- 2.1 The Parties agree to maximise cooperation, eliminate undesirable duplication of work, and ensure the most efficient use of their technical personnel in the execution of their mandates.
- 2.2 The Parties may consult and exchange information as necessary and appropriate, in the interest of identifying areas and potential projects and/or activities for cooperation.
- 2.3 The Parties may discuss when needed in good faith the modality of support to be provided.
- 2.4 The Parties shall, on a regular basis, maintain consultations on issues and activities of strategic importance for the purposes of furthering and facilitating the effective achievement of objectives they have in common and of ensuring the greatest possible coordination of activities with a view to maximising complementarity and mutual support.
- 2.5 Subject to such arrangements as may be necessary to safeguard the status of confidential material available to them, the Parties shall exchange information and documentation on matters of common concern within their domains and shall keep each other informed of current and planned activities of mutual interest for the purpose of identifying areas in which cooperation between them may prove desirable.

3. *Specific projects*

- 3.1 In cases where the Parties identify options for collaboration, the Parties may agree on the particular terms and conditions of any specific initiatives and activities through separate written implementation agreements:
- 3.2 An implementation agreement will include:
 - (i) reference to this MOU and the general conditions set forth herein,
 - (ii) the activities involved,
 - (iii) any specific obligations of the Parties;
 - (iv) ownership of intellectual property rights arising from the outcomes
 - (v) the budget and its funding and other financial arrangements;
 - (vi) the duration, and
 - (vii) any specific modalities and conditions.

- 3.3 Any initiative or activity under an implementation agreement will be subject to the regulations and rules of the Parties and the general terms and conditions pertaining to this MOU.

4. Use of Name, Emblem and Logo

- 4.1 Neither Party shall use the name, emblem or logo of the other Party, its subsidiaries, affiliates, or any abbreviation thereof, in connection with its activities or otherwise without the express prior written approval of the other Party in each case.
- 4.2 The Parties agree to recognise, acknowledge and publicise this partnership as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

5. Confidentiality

- 5.1 Each Party shall maintain the confidentiality of any information it receives from the other Party that has been designated as confidential or which by its nature is deemed to be confidential.
- 5.2 The Parties will only use confidential information for purposes of this MOU and not for any private or commercial gain. This confidentiality obligation shall not apply to information which the recipient can prove in writing it was at the time of disclosure:
- (i) in the public domain;
 - (ii) lawfully in its possession, and not acquired directly or indirectly from a third party under an obligation of confidentiality;
 - (iii) furnished to the recipient without restriction by a third party having a bona fide right to do so;
 - (iv) public knowledge by act or acts beyond the recipient's control; or
 - (v) required to be disclosed by law or pursuant to a judicial order.
- 5.3 Where the Parties are required to disclose Confidential Information by law or pursuant to a judicial order, the Parties agree to provide each other with prompt written notice so that they will have an opportunity to obtain a protective order or take such other appropriate action to assert their privileges and immunities.
- 5.4 Each Party shall take all reasonable precautions to ensure that this MOU and/or the information contained herein shall not be disclosed to any non-affiliated third parties, unless otherwise agreed to in writing between the Parties.

6. Intellectual Property Rights

- 6.1 Nothing in this MOU is intended to affect each Party's pre-existing intellectual property and other property rights.
- 6.2 Pre-existing intellectual property and other property rights shall remain with their originating Party.
- 6.3 Each Party shall ensure that intellectual property rights and other property rights of the other Party or third parties are not infringed during the course of this MOU and each implementing agreement.

7. Focal Points and Official Correspondence

7.1 All communication related to this MoU will be addressed to the people below or their nominees.

FOR SPC	FOR WOAHA
Name: Ms Karen Mapusua Position: Director, SPC Land Resources Division Email: KarenM@spc.int	Name: Dr Hirofumi Kugita Position: WOAHA Regional Representative for Asia and the Pacific Email: h.kugita@woah.org

8. Resolution of disputes

8.1 The Parties shall make their best efforts to amicably settle any dispute, controversy or claim arising out of this MOU, in accordance with the rules and procedures of both organisations.

9. Privileges and immunities

9.1 Nothing in or relating to this MOU shall be deemed or construed to be a waiver, express or implied, of any of the privileges and immunities enjoyed by SPC and WOAHA, their officers, staff and subsidiary bodies pursuant to customary international law, relevant international or national agreements, and under domestic law nor would constitute or be construed as SPC's nor WOAHA's acceptance of the jurisdiction of the courts of any country over disputes arising therefrom.

10. Annexes

- 10.1 Any workplan setting out specific work as per Article 1.1 will be deemed an annex to this MoU. Such annex may be modified and updated as necessary by written agreement of the Parties.
- 10.2 Such annex shall form an integral part of this MoU and, unless expressly provided otherwise, a reference to this MoU includes a reference to any such annex.

11. Entry into Force, Modification and Termination

- 11.1 This MoU will enter into force on the date on which it is signed by authorised representatives of both the Parties.
- 11.2 The Parties may agree to amend this MoU by mutual written consent between them following appropriate consultations.
- 11.3 This MoU shall have a four-year-term, which may be renewed in writing by mutual consent of the Parties. Each Party may suggest revisions to this MoU prior to renewal date or any other appropriate time in order to update the content of this MoU.
- 11.4 This MoU may be terminated by mutual consent of both the Parties or by either Party giving the other Party six (6) months' written notice in advance. This period shall commence as from the date of receipt of the notice of termination.
- 11.5 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.
- 11.6 The Parties agree that this MoU will be concluded electronically via email exchange of scanned and signed, copies and that the signed copies exchanged in this manner shall be treated as originals.

IN WITNESS WHEREOF, the Director General of the World Organisation for Animal Health and the Director General of SPC have signed the present MoU in duplicate, in English, on [INSERT DATE].

For SPC

For WOA

Name: Stuart Minchin
Title: Director General

Name: Monique Eloit
Title: Director General