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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORLD ORGANISATION FOR ANIMAL HEALTH (WOAH)
AND
THE INTERNATIONAL MEAT SECRETARIAT (IMS)**

[Administrative Document]



**World Organisation
for Animal Health**
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1 – Fact sheet on the International Meat Secretariat (IMS)

Description: The International Meat Secretariat (IMS) represents the global meat and livestock sector as a vital motor of growth and prosperity to meet the future demands for sustainable, high-quality, nutritious and safe animal protein. (www.meat-ims.org).

Mission: The IMS represents the meat and livestock sector at an international level to promote the sustainable supply of safe, healthy, high-quality and nutritious animal protein, including beef, pig meat and sheep meat and ensure the sector's contribution as an essential part of a healthy, sustainable diet. The IMS also champion the sectors role in maintaining and protecting animal health and welfare and the environment using sustainable production practice and continuous improvement.

Strategic objectives:

- To bring together the global meat industry to address key important topics to ensure a coordinated, evidence-based approach to tackling issues and facilitate trade.
- To engage with policy makers and provide evidence, science and insight to support long term approaches to livestock and meat sector challenges such as AMR, climate change, animal health and welfare and the role of meat in dietary health.
- To facilitate the sharing of information and best practice across members to drive improvements in production through multiple platforms including meetings, conferences, workshops and wider activity.

Headquarters: Paris, France.

Foundation: The IMS was founded in 1974 to bring together livestock and meat sector representatives to facilitate dialogue. IMS is registered in France as a non-profit organisation with an office in Paris.

Structure: The IMS is a non-profit organisation that brings together livestock producer associations, national and regional meat associations, meat exporter associations, meat processing companies, government, and corporate partners from all over the world representing over 75% of the global production of cattle, pig, and sheep meat.

Activities:

- Engage with international and intergovernmental organisations including the World Trade Organization (WTO), Food and Agriculture Organization (FAO), Organization for Economic Co-operation and Development (OECD) and WOAH to contribute to a science and evidence-based approach to public policy and international standards, which impact the meat and livestock sector, including on food safety, sustainability, nutrition and animal health and welfare.
- Host scientific symposiums and global congresses, including the World Meat Congress, focusing on science-based solutions and providing a forum for the exchange of ideas and experiences on key issues affecting the international meat and livestock sector.
- Provide a platform for the IMS members to share and exchange knowledge and network, as well as to support Members' organisations through specialised work in the IMS Expert Committees.
- Promote the uptake of published scientific research by national competent bodies to facilitate international trade.

- Publish the yearly IMS-GIRA World Meat Facts Book with global statistics on the production, consumption and international trade of beef, pigmeat, sheep meat and poultry meat.
- Recognise scientific research excellence through the IMS Prize for Meat Science and Technology and the IMS Meat Science Lecture.

Partners and stakeholders: The IMS engages with international standard setting bodies including the WTO, the FAO, the OECD and the WOAHA to shape public policy and regulatory standards impacting the agri-food chain.

Through its Expert Committees, the IMS champions science-based solutions and policy, the need for continued innovation and better technologies, free and fair trade and sustainable business as key elements to meet the future challenges of a growing global population estimated to be 9 billion people by 2050, with the associated higher demand for high-quality animal proteins.

Collaboration with WOAHA: The IMS and WOAHA established a Memorandum of Understanding on October 8th, 2003. This official agreement focused on collaboration in areas of mutual interest regarding animal health and food safety standards.

2 – Draft Memorandum of Understanding

**RENEWAL
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORLD ORGANISATION FOR ANIMAL HEALTH
AND
THE INTERNATIONAL MEAT SECRETARIAT**

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 transparency of the global animal disease situation;

WHEREAS, the International Meat Secretariat is a non-profit, non-governmental organisation whose mission is to represent the international meat industry organisations from all over the world (hereinafter referred to as "IMS");

WHEREAS, WOAH and IMS (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;

WHEREAS, the Parties have accumulated a breadth of experience in policy development and implementation in various contexts, and have developed significant know-how and practices within their own areas of expertise;

WHEREAS, the Parties have extensive experience in animal health, veterinary public health and animal welfare, are able to combine intellectual and technical support, and to engage in capacity building and technical assistance on those topics;

TAKING INTO CONSIDERATION the specific methods and character of the activities of each of the Parties as determined by their statutory objectives, their mandates and the provisions of the relevant international instruments;

RECOGNISING 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 a Memorandum of Understanding dated 8 October 2003 (hereinafter referred to as the "2003 MoU"); and

CONSIDERING THAT, the Parties now wish to amend the 2003 MoU notably to establish a new basis for their collaboration;

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 MoU:

ARTICLE 1
PURPOSE OF THE MOU

The Purpose of this MoU is to establish a revised framework for continuing the 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

When appropriate, the Parties shall exchange views on relevant policy issues within their respective competences and shall consult regularly with each other on matters of common interest, related to animal health to implement programmes to prevent and manage the outbreak of epidemic, zoonoses and other diseases in order to improve the general public hygiene and health with a view to achieving and coordinating their position and activities. This will include the following illustrative list of topics and activities of mutual interest:

- a) Activity 1: Support the implementation of WOAHA international standards in particular with regards to Antimicrobial Resistance (AMR), animal welfare, priority animal diseases and food safety.
- b) Activity 2: Promote public private partnership along the meat value chain.
- c) Activity 3: Support the AMR and animal disease reporting with relevance to trade impact.
- d) Activity 4: Contribute to the capacity building activities of WOAHA Members across the meat sector and relevant activities to strengthen the role and responsibilities of the Veterinary Services in relation to animal health and welfare.
- e) Activity 5: Contribute to veterinary research into animal diseases and zoonoses of meat producing species.
- f) Activity 6: Support of WOAHA Regional animal health and welfare activities through the IMS Regional Members and WOAHA Regional and Sub-regional Representations.
- g) Activity 7: Contributing to the implementation of the Sustainable Development Goals (SDGs) and animal health and welfare outcomes.
- h) Activity 8: Exchange of views on the approach by intergovernmental bodies such as WHO, FAO and their subsidiary body (Codex Alimentarius) on animal disease and zoonoses surveillance and control strategies which may impact on the meat sector and/or international trade, in particular in slaughterhouses.

Other areas of cooperation or activities may be identified and jointly agreed upon the Parties during the implementation of this MoU.

Within the context defined above, meetings will be encouraged and convened on an ad hoc basis as deemed necessary by the Parties to address priority matters of common interest, discuss technical and operational issues and review progress of work undertaken by the Parties related to further the objectives of this MoU.

ARTICLE 3
MODALITIES OF COOPERATION

1. **Exchange of information and documents.** 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 shall be used by the Parties solely for the purposes of their collaboration.
2. **Technical cooperation.** The Parties shall, 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 help develop the former's activities. The Parties shall 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.
3. **Reciprocal representation.** The Parties will extend to each other invitations for participation in all meetings, seminars and conferences during which matters of common interest are to be discussed and where observers are allowed.
4. **Personnel arrangements.** Subject to their relevant internal regulations, WOAH and IMS may examine the possibility of organising staff exchange programmes or making other arrangements to strengthen their knowledge network, especially by including each other's staff in formal or informal staff development initiatives.

ARTICLE 4
IMPLEMENTATION

1. The Parties may, if necessary, enter into additional arrangements for the implementation of this MoU. The terms of such arrangements would be subject to the provisions of this MoU.
2. Any Annex to this MoU will be considered and integral part of this MoU.

ARTICLE 5
FINANCIAL ASPECTS

1. Nothing in this MoU shall give rise to financial obligations upon either Party.
2. To the extent any activity may give rise to financial obligations, a separate agreement shall be concluded subject to the Parties' respective internal rules and policies, prior to such activity being undertaken.

ARTICLE 6
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 on 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 7
CONFIDENTIALITY

1. The Parties 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 subjected 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 8
USE OF THE PARTIES’ NAMES AND EMBLEMS

Except as provided in any subsequent agreement, neither Party shall use the other Party’s name, acronym and/or emblem, without the prior written consent of that other Party.

ARTICLE 9
LIABILITY

Each Party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this MoU and/or any subsequent agreement. Thus, neither Party shall be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other Party’s employees, consultants or sub-contractors, in connection with, or as a result of, the collaborative activities under this

MoU and/or any subsequent agreement, unless such loss, accident, damage or injury suffered by one Party results from gross negligence or wilful misconduct of the other Party.

ARTICLE 10
PRIVILEGES AND IMMUNITIES

Nothing in or related to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of WOAHA and IMS and their respective staff.

ARTICLE 11
GENERAL PROVISIONS

1. This MoU will enter into force upon signature by the Director General of WOAHA and the President of IMS.
2. The Parties shall endeavour to keep track of progress made in activities jointly agreed to, and to regularly monitor and evaluate the implementation of this MoU.
3. This MoU shall have an initial 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 each renewal date or at any other appropriate time in order to update the content of this MoU.
4. This MoU may be amended by mutual consent expressed in writing.
5. Either Party may also terminate this MoU by giving six months' notice to the other Party.
6. 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. The obligations enshrined in Articles 6-10 do not lapse upon expiry, termination of or withdrawal from this MoU.
7. 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.

[The Parties agree that this MoU will be concluded electronically via email exchange of scanned signed copies and that the signed copies exchanged in this manner shall be treated as originals.]

Or

[IN WITNESS WHEREOF, the Director General of the World Organisation for Animal Health (WOAH) and the President of the International Meat Secretariat (IMS) have signed the present MoU in duplicate, in English, on the dates appearing under their respective signatures.]

Emmanuelle Soubeyran
Director General
World Organisation for Animal Health (WOAH)

Juan José Grigera Naón
President
International Meat Secretariat (IMS)