

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
COMMON MARKET FOR EASTERN AND SOUTHERN AFRICA (COMESA)
AND
THE WORLD ORGANISATION FOR ANIMAL HEALTH (OIE)**

MEMORANDUM OF UNDERSTANDING between THE WORLD ORGANISATION FOR ANIMAL HEALTH (OIE), (hereinafter referred to as "OIE"), duly represented by its Director General, and THE COMMON MARKET FOR EASTERN AND SOUTHERN AFRICA, (hereinafter referred to as "COMESA"), duly represented by its Secretary General, hereinafter referred to as the "Parties", or individually as a "Party".

WHEREAS the mandate of the World Organisation for Animal Health ("OIE") is to improve animal health, including zoonosis, veterinary public health and animal welfare worldwide, that the OIE is responsible for transparency of the global animal disease situation, and that the OIE is recognized by the World Trade Organization as a reference organization for international standards concerning the sanitary safety of international trade of animals and products of animal origin;

WHEREAS regarding animal health, the OIE PVS Pathway is recognised as the global standardised set of tools to assess and monitor the governance of Veterinary Services and their compliance with animal health and welfare standards. The outcomes of the PVS Pathway activities form the basis for the support provided to the countries in this area;

WHEREAS the Common Market for Eastern and Southern Africa (COMESA) and the World Organisation for Animal Health (OIE) wish to cooperate with a view to coordinating their efforts and the activities they pursue in sectors falling within their respective mandates;

CONSIDERING that the agricultural development is at the core of the developmental integration agenda of COMESA. Article 3 of the COMESA Treaty refers to agriculture development and Chapter 18 of the Treaty is titled "*Cooperation in Agriculture and Rural Development*" whose overall objective as stated in Article 129 are the achievement of regional food security and rational agricultural production within the Common Market;

TAKING NOTE of the need to implement the 2014 African Union Malabo Declaration on transformation of agriculture for sustained livelihoods;

CONSIDERING that COMESA Member States are endowed with large number of domestic and wild animals; and noting that COMESA Member States produce large quantities of milk, meat and eggs;

NOTING that the livelihoods of more than 80% of the population of COMESA Member States depend directly or indirectly on crop and livestock agriculture and as such improved livestock production plays a significant role in poverty alleviation, asset building and public health;

TAKING INTO ACCOUNT that the development of livestock production in the COMESA region is heavily reliant upon protection against major animal diseases and zoonosis which are prevalent in the region;

CONSIDERING that the Veterinary Services of COMESA Member States need to be strengthened in terms of infrastructure, expertise and other forms of capacity building;

CONSIDERING that the strengthening of the Veterinary Services is a key factor in the application of sanitary measures and for the protection of public health;

NOTING that the development of trade in animals and animal products necessitates a well-developed animal health information system, the creation of an appropriate legislative and regulatory environment through the establishment of standards acceptable to all the stakeholders involved;

TAKING INTO ACCOUNT that one of the principal objectives of the OIE is to collect and disseminate information on the occurrence of animal diseases worldwide and on the means of controlling them;

CONSIDERING that one of the principal objectives of the OIE is to promote a safer international trade in animals and animal products through the development of international animal health standards;

DESIRING to strengthen their cooperation;

NOW THEREFORE, the Parties have agreed as follows:

Article 1

PURPOSE

The purpose of the present Memorandum of Understanding is to establish a 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

The co-operation will be based on universal principles of solidarity, subsidiarity, reciprocity, core mandates of the respective organisations and the respect of institutional agreements such as the World Trade Organization SPS Agreement (1995), the AU Protocol on Relations between the African Economic Community (AEC) and the Regional Economic Communities of 2008, and agreements signed by the OIE with International and Regional Organisations, as well as agreements signed by COMESA with International and Regional Organisations.

Wherever applicable, this Memorandum of Understanding will promote broad inter-sectoral co-operation in the areas of core mandate of the respective parties. Wherever applicable, existing coordination and consultation mechanisms should be used to implement areas of synergies and cooperation.

This Memorandum of Understanding covers the following scope of animal resources: terrestrial and aquatic animal production, terrestrial and aquatic animal welfare, terrestrial and aquatic animal health, including wildlife.

Considering the above, the areas of co-operation are:

- a) Harmonisation of animal health, and welfare, legislation and regulations, in compliance with the OIE Terrestrial and Aquatic Animal Health standards (Codes and Manuals);
- b) Harmonisation of procedures for registration and control of veterinary medicines, including vaccines;
- c) Active contribution, by COMESA Member States, to the standard setting activities under the World Trade Organization Agreement on the Application of Sanitary and Phyto-sanitary Measures (as applicable to animals and animal products); and
- d) Active contribution, by COMESA Member States, to the standard setting activities under the OIE, in order to be responsive and adaptable to changing market conditions and consumer demands.

- e) Coordination and harmonisation of control of Transboundary Animal Diseases (TADs) and ensuring resilience to disease-related risks and shocks;
- f) Design and implementation of epidemiological surveillance, disease reporting and animal health information systems;
- g) Development of regional guidelines for trade in animals and animal products;
- h) Supporting existing OIE Reference Laboratories and Collaborating Centres in the COMESA region and support twinning agreements to increase the number of OIE Reference Laboratories and Collaborating Centres;
- i) Preparation of the relevant applications by COMESA Member States, for official recognition by the OIE of freedom from specific diseases at national or zonal level, with or without vaccination, in order to facilitate regional and international market access for animals and animal products;
- j) Strengthening of the Veterinary Services of COMESA Member States, based on outcomes of OIE PVS Pathway missions, amongst others through support for the organisation of training courses in academic institutions in the veterinary field and the field of animal production food safety;

The provisions of this article shall not prevent COMESA from engaging in cooperation activities with other institutions for the development and implementation of these or other matters.

Article 3

OBSERVER STATUS

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 and will exchange reports on matters of animal health in COMESA, including sharing results of joint meetings, subject to their respective internal regulations regarding the safeguarding of confidential information.

Article 4

PROVISION OF EXPERTISE AND CONCESSIONS

Within the framework of its assistance, OIE shall help COMESA to benefit from available international expertise and, whenever possible, other concessional rates offered by OIE to organisations which have entered into a cooperation agreement with the OIE.

Article 5

EXCHANGE OF INFORMATION

Subject to their respective internal regulations regarding the safeguarding of confidential information, the OIE and COMESA will, as necessary and appropriate, exchange information on subjects of mutual interest in relation to the management of animal and animal product trade and animal health in the COMESA region.

Article 6

PROVISION OF PUBLICATIONS

OIE shall provide COMESA with its publications catalogue so as to enable COMESA to request publications on activities related to the work of COMESA in animal health management and livestock development.

Article 7

INTELLECTUAL PROPERTY RIGHTS

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.

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 8

SUPPLEMENTARY AGREEMENTS

The parties may enter into supplementary agreements as the need arises and this Memorandum of Understanding shall not preclude the parties from entering into any working relationships or agreements with other institutions.

Article 9

FINANCIAL RESPONSIBILITY

The parties shall individually and jointly mobilise financial resources for the implementation of activities of common interest envisaged under this Memorandum of Understanding. Such activities shall be determined by mutual agreement between the parties.

The budget for each program and activity shall be mutually agreed upon by the Parties.

Article 10

AMENDMENTS

This Memorandum of Understanding may be amended by mutual consent expressed in writing. Agreements on proposed amendments shall be reached through an exchange of letters.

Article 11

DISPUTE SETTLEMENT

If any dispute of any kind whatsoever arises between the Parties in connection with or arising out of this Memorandum of Understanding, the Parties shall resolve such dispute amicably by mutual consultation.

Article 12

ENTRY INTO FORCE

The present Memorandum of Understanding shall enter into force on the date of its signature by the authorised representatives of COMESA and OIE.

The present Memorandum of Understanding shall have an initial four-year term which may be renewed in writing by mutual consent of the Parties.

The present Memorandum of Understanding may be terminated by either Party by written notice submitted three months in advance.

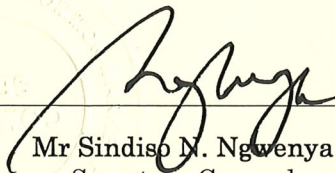
Termination will not affect the implementation of ongoing activities which have been decided by the Parties prior to the date of termination, unless otherwise agreed by the Parties in writing.

IN WITNESS WHEREFORE, the parties have duly signed the present Memorandum of Understanding in duplicate, in English, on

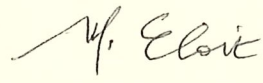
29/06/2018

For the Common Market for Eastern and
Southern Africa (COMESA)

For the World Organisation for Animal
Health (OIE)



Mr Sindiso M. Ngwenya
Secretary General



Dr. Monique Eloit
Director General

