

MEMORANDUM OF UNDERSTANDING BETWEEN
THE WORLD ORGANISATION FOR ANIMAL HEALTH (OIE) AND
THE EAST AFRICAN COMMUNITY (EAC)

WHEREAS, the World Organisation for Animal Health (hereinafter referred to as the "OIE") 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 OIE Performance of Veterinary Services (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; and acknowledging that outcomes of the PVS Pathway activities form the basis for the support provided to the EAC Partner States, all of which are OIE Members;

WHEREAS, the East African Community (hereinafter referred to as the "EAC") is a regional intergovernmental organisation of six Partner States comprising of the Republic of Burundi, Republic of Kenya, Republic of Rwanda, Republic of South Sudan, United Republic of Tanzania, and the Republic of Uganda, with the registered address at the EAC Headquarters, Africa Mashariki Road, EAC Close, Arusha, Tanzania;

WHEREAS, the mission of EAC is to widen and deepen Economic, Political, Social and Cultural integration in order to improve the quality of life of the people of East Africa through increased competitiveness, value added production, trade and investments;

WHEREAS, the EAC seeks to enhance food security and rational agricultural and livestock production within the Community through harmonisation of agricultural policies as well as joint programmes for efficient and effective production as spelt out in Article 105 and 110 of the Treaty and Article 45 of the Common Market Protocol;

WHEREAS, EAC Partner States agree to cooperate in the control of animal and plant pests, vectors and diseases and to implement programmes to prevent and manage the outbreak of epidemics and other diseases in order to improve the general hygiene and health of their people;

CONSIDERING the animal-human-ecosystems interface and the need to adopt a "One Health" approach, as well as regional and international collaboration and partnerships in the management of transboundary animal and zoonotic disease threats; and

CONSIDERING THAT, the Parties wish to formalise a basis on which they will explore the opportunities for cooperation and collaboration on matters of common interest, and to render their respective activities more effective.

NOW THEREFORE, the Parties have agreed to enter into this Memorandum of Understanding (hereinafter referred to as the "MOU");

ARTICLE 1
OBJECTIVE

This MoU sets out the conditions for co-operation in matters of common interest in the fields of animal health and welfare, veterinary public health and related issues. Any activities conducted under this MoU shall be carried out in accordance with the Parties' respective rules and practices.

ARTICLE 2
MODALITIES OF COOPERATION

1. Mutual consultation and cooperation. The cooperation 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 EAC with International and Regional Organisations.

Wherever applicable, this MoU 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 MoU 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 cooperation 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 EAC Partner 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);
- d) Active contribution, by EAC Partner States, to the standard setting activities under the OIE;
- e) Coordination and harmonisation of control of Transboundary Animal Diseases (TADs) and Zoonoses, fostering a "One Health" approach to the management of diseases at the animal – human – ecosystem interface, including the mitigation of antimicrobial resistance;
- f) Active contribution, by EAC Partner States, to the ongoing global disease control, elimination and eradication initiatives (foot-and-mouth disease, rabies and peste des petits ruminants, respectively);
- g) Active contribution, by OIE, to the ongoing EAC initiatives on national and regional pandemic preparedness (for zoonotic diseases);
- h) Design and implementation of epidemiological surveillance, disease reporting and animal health information systems;
- i) Development of regional guidelines for trade in animals and animal products;
- j) Understanding and managing the effects of environment and climate change on animal health and welfare;
- k) Development of initiatives aimed at elucidating the interactions between livestock production, animal health, greenhouse gas emissions, climate change, vector distribution and the environment;

- l) Supporting existing OIE Reference Laboratories and Collaborating Centres in the EAC and support twinning agreements to increase the number of OIE Reference Laboratories and Collaborating Centres in the region;
- m) Preparation of the relevant applications by EAC Partner 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;
- n) Further strengthening of the Veterinary Services of EAC Partner States, based on outcomes of OIE PVS Pathway missions, focusing on public veterinary authorities, other competent authorities, the private sector, as well as veterinary educational establishments (including for the training of veterinary para-professionals) and veterinary statutory bodies in the region.

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

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

2. 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. The Parties will also exchange their catalogue of publications to enable each Party to request items relating to its activities published by the other Party. Where appropriate, the Parties will exchange free copies of documents and publications on topics of common or individual interest.

3. 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. In this framework, the OIE shall help the EAC 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.

4. 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.

ARTICLE 3 IMPLEMENTATION

The OIE and the EAC may, if necessary, enter into additional arrangements for the implementation of this MoU, which shall not preclude the Parties from entering into any working relationships or agreements with other institutions.

ARTICLE 4 LEGAL AND 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.
- 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 5

USE OF THE PARTIES' NAMES AND EMBLEMS

Except as provided in this MoU and/or 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 6

DESIGNATED REPRESENTATIVES AND NOTICES

1. In order to coordinate the activities provided for in this MoU, each Party appoint the individual indicated in Article 6 as its designated representative who will act as a principal point of contact, and who will be responsible for determining the particular directions of cooperation and for ensuring the effectiveness of all activities under this MoU.
2. The designated representatives of the Parties will consult with each other through the channel specified by the Parties, to define activities and other related matters.
3. The designated representatives shall meet as necessary to review the activities under the MoU and to exchange views and report on accomplishments with regard to this MoU and will establish annual plans for activities to be undertaken (which may be amended at any time during the year as circumstances evolve).
4. All communications between the Parties shall take place between the designated representatives unless agreed otherwise in a particular case.
5. The Parties will notify each other promptly of changes with regard to their respective designated representative.
6. For purposes of communications, requests or notices with respect to the MoU shall be addressed to:

For the EAC:

Senior Livestock Officer
East African Community (EAC)
P O Box 1096
Arusha (Tanzania)
Tel: +255 27 250 4255 / 250 4481
E-mail: eac@eachq.org

For OIE:

OIE Sub-Regional Representative for Eastern
Africa and the Horn of Africa:
4th Floor, Taj Towers
Upper Hill Road, Upper-Hill
P.O. Box 19687
Nairobi 00202 (Kenya)
Tel: 254 20 271 34 61

ARTICLE 7

LIABILITY

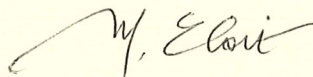
Each Party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this MoU and/or any subsequent agreement. Thus, neither Party shall be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other 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 willful misconduct of the other Party.

ARTICLE 8

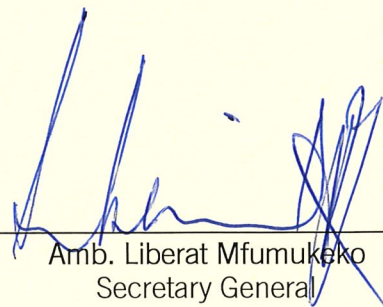
GENERAL PROVISIONS

1. This MoU will enter into force upon signature by the Director General of the OIE and the Secretary General of the EAC.
2. This MoU shall have an initial four-year term. At the end of this term, this MoU may be renewed in writing by mutual consent of the Parties, subject to a review of the Parties' collaborative activities.
3. Either Party may also terminate this MoU by giving three months' notice to the other Party.
4. 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.
5. This MoU may be amended by mutual consent expressed in writing.
6. 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.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this MoU in on this day of 2019 in two (2) originals in English.



Dr Monique Eloit
Director General
World Organisation for Animal Health



Amb. Liberat Mfumukeko
Secretary General
East African Community