

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS ENVIRONMENT PROGRAMME (UNEP)
AND
WORLD ORGANISATION FOR ANIMAL HEALTH (WOAH)**

WHEREAS the United Nations Environment Programme (hereinafter referred to as UNEP) is the leading organization within the United Nations system in the field of environment and has as a major area of focus of its global mandate, the conservation, protection, enhancement and support of nature and natural resources, including biological diversity, worldwide;

WHEREAS UNEP has the mandate to set the global environmental agenda, to promote the coherent implementation of the environmental dimension of sustainable development within the UN system, and to serve as an authoritative advocate for the global environment;

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 UNEP and WOAH (hereinafter collectively referred to as “Parties”) share common objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, including biological diversity worldwide, and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

WHEREAS the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as “MOU”) with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objectives in the field of environment;

NOW, THEREFORE, UNEP AND WOAH HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

Parties' initials:



Article 1 Interpretation

1. References to this MOU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MOU. Any Annexes shall be subject to the provisions of this MOU, and in case of any inconsistency between an Annex and this MOU, the latter shall prevail.
2. Implementation of any subsequent activities, projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, shall necessitate the execution of appropriate legal instruments between the Parties. The terms of such legal instruments shall be subject to the provisions of this MOU.
3. This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.
4. Any Party's failure to request implementation of a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU.

Article 2 Duration

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in force for a period of five years, unless terminated in accordance with Article 15 below.

Article 3 Purpose

1. The purpose of this MOU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives in regard to matters relevant to the One Health approach¹ and in fields of mutual interest. Such fields include but are not limited to climate action, nature action, and conservation and sustainable use of biodiversity, improvement of animal health and welfare and the promotion of the "One Health" approach to manage the risks at the animal-human-ecosystem interface.
2. The objectives of this MOU shall be achieved through:
 - a. Regular dialogue and meetings between UNEP and WOA;H;
 - b. Execution of a separate legal instrument between the Parties to define and implement any subsequent activities, projects and programmes pursuant to Article 1.2.

¹ The OH approach defined by OHHLEP as *an integrated, unifying approach that aims to sustainably balance and optimize the health of people, animals and ecosystems. It recognizes the health of humans, domestic and wild animals, plants, and the wider environment (including ecosystems) are closely linked and inter-dependent. The approach mobilizes multiple sectors, disciplines and communities at varying levels of society to work together to foster well-being and tackle threats to health and ecosystems, while addressing the collective need for clean water, energy and air, safe and nutritious food, taking action on climate change, and contributing to sustainable development.*

Parties' initials:



Article 4 Areas of Cooperation

1. Areas of Cooperation are agreed jointly through the cooperation mechanism in the MOU. Policies and priorities under this MOU may also be jointly reviewed annually by the Parties pursuant to Article 5 to allow the Parties to respond to newly emerging issues in the realm of environment and sustainable development.

2. The Parties have agreed to the following preliminary areas of cooperation for this MOU, which form part of UNEP's mandate and programme of work and have been approved by UNEP's Governing Council. The items listed below are also priorities or ongoing activities of WOAHA, in accordance with its mandate. All could be strengthened through the cooperation of the Parties.

The objectives of this cooperation are:

- a) To strengthen multisectoral collaboration between veterinary services and the environment/wildlife sector through WOAHA and UNEP channels, at global, regional, and national level;
- b) To improve disease surveillance and reporting through multisectoral capacities, information systems, and any other relevant tools;
- c) To ensure environment competencies are considered in the One-Health workforce development;
- d) To jointly promote the sustainable, legal and safe use of wildlife
- e) Each Party may provide technical assistance to the other Party or that Party's members, in accordance with its internal rules and technical competence.

The Parties may undertake cooperation activities in the following areas, but not limited to:

- a) Strengthening disease intelligence and risk assessment, including epidemic intelligence and vulnerability assessment, rumour and trends tracking , selecting and working in pilot countries to improve wildlife reporting to the Parties, and linking health events in wildlife to response (outbreak investigation and risk assessment);
- b) Promoting the legal and sustainable use of and trade in wildlife while reducing the risk of zoonotic spillover through developing and updating of guidelines, standards, risk reduction strategies;
- c) Supporting the operationalisation of One Health, including activities outlined under the six action tracks of the One Health Joint Plan of Action, especially the environment and health action track, as well as the Global Action Plan on Antimicrobial Resistance;
- d) Supporting capacity-building activities, including the development of joint learning needs assessments and joint training programmes aiming at strengthening the capacities of the One Health workforce, as well as on the linkages between biodiversity and health, leveraging existing country-led capacity-building programmes (e.g. PVS Pathway);
- e) Collaborating on the implementation and resource mobilization for the Nature for Health Multi-Partner Trust Fund, including on evidence, action and policy, enabling conditions and lasting collaboration and governance structures;

Parties' initials:



- f) Advocating for better integration of environment and veterinary services in One Health projects and initiatives, including legal frameworks to reduce the risk of pandemics;
- g) Engaging in programmes and initiatives where there is mutual interest, including working or advisory groups convened by either Party;
- h) Facilitating collaboration and networking with WOAHA and UNEP Reference Laboratories and Collaborating Centres as appropriate;
- i) Improving networking and exchange of information between animal health and environment sectors;
- j) Developing and disseminating scientific knowledge to inform policies and strategies;
- k) Undertaking joint resource mobilisation and advocacy and awareness raising activities for work conducted collaboratively, pursuant to an appropriate and agreed funding mechanism.

3. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

Article 5 Organization of the Cooperation

1. The Parties shall hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative projects. Such meetings shall take place at least twice a year to:
 - a. discuss technical and operational issues related to furthering the objectives of this MOU; and
 - b. review progress of work undertaken by the Parties pursuant to a separate legal instrument in the priority areas of cooperation mentioned in Article 4 above.
2. Within the context defined above, further bilateral meetings at desk-to-desk and at expert level shall be encouraged and set up on an ad hoc basis as deemed necessary by the relevant UNEP divisions and WOAHA to address matters of common interest for the implementation of activities in specific areas, countries and regions.
3. In implementing activities, projects and programmes in the agreed priority areas, the Parties shall execute a separate legal instrument appropriate for the implementation of such initiatives in accordance with Article 1.2 above. In identifying the areas of cooperation under this MOU, due regard shall be given to WOAHA's geographic coverage; capacity for implementation and experience in the related field.
4. Where WOAHA is organizing a meeting with external participation at which policy matters related to the aims of this MOU shall be discussed, WOAHA shall, as appropriate, either invite UNEP to participate in the meeting or update UNEP on relevant policy matters discussed at the meeting. Each Party undertakes to share knowledge and information in its area of operations and expertise relevant to the MOU with the other Party.

Article 6 Status of the Parties and their Personnel

1. The Parties acknowledge and agree that WOAHA is an entity separate and distinct from the United Nations, including UNEP. The employees, personnel, representatives, agents, contractors or affiliates of

Parties' initials:



WOAH, including the personnel engaged by WOAHA for carrying out any of the project activities pursuant to this MOU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including UNEP, nor shall any employees, personnel, representatives, agents, contractors or affiliates of UNEP be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of WOAHA.

2. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MOU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

Article 7 Fundraising

1. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to sub-article 2, the Parties may engage in fundraising from the public and private sectors to support the activities, projects and programmes to be developed or carried out pursuant to this MOU.

2. Neither Party shall engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

Article 8 Intellectual Property Rights

1. Nothing in the MOU shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties, except as otherwise provided in Article 8.2.

2. In the event that the Parties foresee that intellectual property that can be protected shall be created in relation to a particular activity, project or programme to be carried out under this MOU, the Parties shall negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded as per Article 1.2.

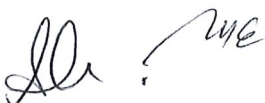
Article 9 Use of Name and Emblem

1. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other Party in each case. In no event shall authorization of the UN or UNEP name or emblem be granted for commercial purposes.

2. WOAHA acknowledges that it is familiar with the independent, international and impartial status of the UN and UNEP, and recognizes that their names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the UN and UNEP.

3. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Parties' initials:



Article 10
United Nations Privileges and Immunities

1. Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Parties, including their subsidiary organs.

Article 11
Confidentiality

1. The handling of information shall be subject to each Party's corporate confidentiality policies.
2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party shall obtain the express, written consent of the other Party. However, a Party's disclosure of another Party's internal and/or confidential documents to an entity the disclosing Party controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, shall not be considered a disclosure to a third party, and shall not require prior authorization.
3. For UNEP, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations shall be deemed to be a legal entity under common control.

Article 12
Responsibility

1. Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MOU.

Article 13
Dispute Settlement

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the Parties.
2. Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing sub-article may be referred by either Party to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

Article 14
Notification and Amendments

1. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.

Parties' initials:



2. The Parties may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

**Article 15
Termination**

1. Either Party may terminate this MOU by giving six months' prior written notice to the other Party.
2. Upon termination of this MOU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MOU shall cease to be effective, except as otherwise provided in this MOU.
3. Any termination of the MOU shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOU or legal instrument executed pursuant to this MOU.
4. The obligations under Articles 8-13 do not lapse upon expiry, termination of or withdrawal from this MOU.

**Article 16
Additional Parties**

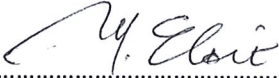
1. Another entity seeking to become a Party to this MOU must notify the other Parties in writing of its wish, providing its reasons and intended contributions. Following consultation, should all the Parties agree in writing to the requesting entity's accession to the MOU, UNEP, acting on behalf of the other Parties, shall effectuate the accession as a Party to the MOU by exchanging letters with the requesting entity.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

For United Nations Environment Programme

For World Organisation for Animal Health


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Inger Andersen
Executive Director


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Monique Eloit
Director-General

Date: 16 Dec. 2022 .
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Date: 16. 12. 2022 .
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Parties' initials:

