

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

COMMON MARKET FOR EASTERN AND SOUTHERN AFRICA

AND THE

WORLD ORGANISATION FOR ANIMAL HEALTH

MEMORANDUM OF UNDERSTANDING (MoU) between the:

COMMON MARKET FOR EASTERN AND SOUTHERN AFRICA, (hereinafter referred to as "COMESA"), duly represented by its Secretary General; and the

WORLD ORGANISATION FOR ANIMAL HEALTH, whose statutory name is *Office International des Epizooties* (hereinafter referred to as "WOAH"), duly represented by its Director General, and hereinafter referred to as the "Parties", or individually as a "Party";

WHEREAS the mandate of the WOAH is to improve animal health, including zoonosis, veterinary public health and animal welfare worldwide, that WOAH is responsible for transparency of the global animal disease situation, and that WOAH 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, WOAH 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 the outcomes of the PVS Pathway activities form the basis for the support provided to the countries in this area;

WHEREAS COMESA and WOAH 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;

MINDFUL that 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 national 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 animal products;

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

TAKING INTO ACCOUNT that the development of animal 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 WOAHA 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 WOAHA is to facilitate international trade in animals and animal products through the development of international animal health standards;

CONSIDERING THAT, the Parties wish to formalize a basis on which they will continue to explore the opportunities for cooperation and collaboration on matters of common interest, and to render their respective activities more effective based on a Memorandum of Understanding dated 29 June 2018 (the "2018 MoU"), which expired;

NOW THEREFORE, the Parties have agreed to renew their collaboration through this MoU as follows:

Article 1

PURPOSE

The purpose of the MoU is to establish a non-binding 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

1. The co-operation between the Parties 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 WOAHA with International and Regional Organisations, as well as agreements signed by COMESA with International and Regional Organisations.
2. Wherever applicable, this MoU will promote broad inter-sectoral co-operation in the areas of core mandate of the respective parties.

3. Wherever applicable, existing coordination and consultation mechanisms should be used to implement areas of synergies and cooperation.
4. 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.
5. Considering the above, the areas of co-operation are:
 - a) Harmonisation of animal health, and welfare, legislation and regulations, in compliance with the WOAHP 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);
 - d) Active contribution, by COMESA Member States, to the standard setting activities under the WOAHP, in order to be responsive and adaptable to changing market conditions and consumer demands;
 - e) World Organisation for Animal Health support to COMESA Member States on the implementation of SPS Annex 7 of the African Continental Free-Trade Agreement (AfCFTA) Protocol on Trade in Goods;
 - f) Coordination and harmonisation of control of Transboundary Animal Diseases (TADs) and ensuring resilience to disease-related risks and shocks;
 - g) Design and implementation of epidemiological surveillance, disease reporting and animal health information systems;
 - h) Development of regional guidelines for trade in animals and animal products;
 - i) Supporting existing WOAHP Reference Laboratories and Collaborating Centres in the COMESA region and support twinning agreements to increase the number of WOAHP Reference Laboratories and Collaborating Centres;
 - j) Preparation of the relevant applications by COMESA Member States, for official recognition by the WOAHP 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; and
 - k) Strengthening of the Veterinary Services of COMESA Member States, based on outcomes of WOAHP 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.

6. 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.
7. The provisions of this Article shall not prevent COMESA nor WOAHA 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, WOAHA shall help COMESA to benefit from available international expertise and, whenever possible, other concessional rates offered by WOAHA to organisations which have entered into a cooperation agreement with WOAHA.

Article 5

EXCHANGE OF INFORMATION

Subject to their respective internal regulations regarding the safeguarding of confidential information, WOAHA 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

WOAHA 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

1. The Parties will mutually agree on preparation and issuance of any publications pertaining to joint activities arising from this MoU.
2. 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.
3. 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 and the wording of the acknowledgement shall be agreed between the Parties.

Article 8

SUPPLEMENTARY AGREEMENTS

Where necessary, the parties may enter into specific supplementary implementation agreements and this MoU **shall** not preclude the parties from entering into any working relationships or agreements with other institutions.

Article 9

FINANCIAL RESPONSIBILITY

1. The parties shall individually and jointly mobilise financial resources for the implementation of activities of common interest envisaged under this MoU
2. Such activities shall be determined by mutual agreement between the parties.
3. The budget for each program and activity shall be mutually agreed upon by the Parties.

Article 10

AMENDMENTS

This MoU may be amended by mutual consent through an exchange of letters by the parties.

Article 11

DISPUTE SETTLEMENT

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

Article 12

ENTRY INTO FORCE AND DURATION

1. The MoU shall enter into force on the date of its last signature by the authorised representatives of COMESA and WOAHA.
2. This MoU shall have a duration of four years which may be renewed in writing by mutual consent of the Parties.
3. The MoU may be terminated by either Party by written notice submitted three months in advance.
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.

ARTICLE 13

PRIVILEGES AND IMMUNITIES

Nothing in or relating to this MoU shall be deemed a waiver of any privileges or immunities which WOAHA or COMESA enjoys.

Article 14
OFFICIAL COMMUNICATION

For purposes of official communication, notices and correspondence under the MoU shall be addressed to the following:

For COMESA:

Ms. Chileshe Mpundu Kapwepwe
Secretary General
P.O Box 30051
Lusaka
ZAMBIA
10101
Tel :+260 211 229 725
E-mail: segen@comesa.int

For OIE:

Dr. Monique Eloit
Director General
12 rue de Prony
75017 Paris
FRANCE
Email: woah_dg_office@woah.org

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.

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

For: **Common Market for Eastern and Southern Africa**



Ms. Chileshe M. Kapwepwe
Secretary General

Date: **03/05/2024**

For: **World Organisation for Animal Health**



Dr. Monique Eloit,
Director General

Date : *29.05.2024*