



**AGREEMENT TO ESTABLISH A REGIONAL ANIMAL HEALTH CENTRE TO COORDINATE THE PREVENTION AND CONTROL OF AVIAN INFLUENZA AND OTHER TRANSBOUNDARY ANIMAL DISEASES FOR SOUTHERN AFRICA**

**AGREEMENT BETWEEN**

**THE WORLD ORGANISATION FOR ANIMAL HEALTH (OIE)**

**AND**

**THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)**

**BACKGROUND**

In 2003 the OIE and the Southern African Development Community (SADC) Secretariat signed an agreement to cooperate in the field of animal health and welfare. As a result of this agreement, OIE and SADC signed a Grant Contribution Agreement under a SADC – European Development Fund EDF programme, which entered into force in March 2005, to establish the OIE *Sub-Regional Representation* (SRR) for Southern Africa in Gaborone, Botswana.

The FAO, through its Country Representations, and the *Sub-Regional Office for Southern Africa*, based in Harare, Zimbabwe, has a long-standing track record of interventions in SADC Member States, in the field of animal diseases control and other areas including management of farm animal genetic resources.

In 2004 the FAO and the OIE signed an agreement setting up the GF-TADs (*Global Framework for the progressive control of Transboundary Animal Diseases*). This initiative is designed to combine the experience and expertise of the two organisations in the progressive control and prevention of Transboundary Animal Diseases (TADs) and related zoonoses so as to strengthen the capacities of developing countries and help them establish prevention and control programmes for specific Transboundary Animal Diseases (TADs) according to the priorities in each region.

The GF-TADs agreement enables the participation of *regional (African) specialised organisations* (RSOs), as well as the establishment of (*sub*) *regional support units* (RSUs). The establishment of *Regional Animal Health Centres* (RAHCs) is in line with these objectives and also with the recommendations presented at the first international HPAI Pledging Conference, held in Beijing in January 2006.

The SADC GF-TADs is one such programme to be developed for priority diseases in the southern African region. This sub-regional GF-TADs framework is in line with the SADC *Regional Indicative Strategic Development Plan* (RISDP) and the SADC Member States' Chief Veterinary Officers' strategy for a *ms*

regional approach to coordinated and harmonised animal health and welfare activities in line with Pretoria, 2003 and Ngurdoto, 2007 meetings.<sup>1</sup>

The complementary nature of the mandates implemented by the OIE and the FAO in particularly to improve to animal health and welfare in the SADC region necessitates these two organizations to collaborate and work with the SADC Secretariat and SADC Member States to improve sanitary conditions thereby contributing to food security and wealth creation. The creation of a *Regional Animal Health Centre* (RAHC) for Southern Africa is regarded as a sustainable collaborative mechanism, which is ultimately to be maintained within the framework of the SADC GF-TADs.

Re-occurrence of TADs like foot and mouth disease (FMD), Newcastle disease (ND), contagious bovine pneumonia (CBPP), Rift valley fever (RVF), African Swain Fever (ASF), and African horse sickness (AHS) in the SADC Member States over the past five years, and the high risk of exotic diseases and zoonoses such as the Highly Pathogenic Avian Influenza (HPAI) being introduced into SADC Member States is the basis for the two organizations (OIE and FAO) to draw up a formal agreement to establish the Gaborone-based *Regional Animal Health Centre for Southern Africa*.

### **PURPOSE OF REGIONAL ANIMAL HEALTH CENTRE**

The parties of this agreement hereby establish the OIE/FAO Regional Animal Health Centre (RAHC) for Southern Africa. The purpose of the *OIE/FAO RAHC* is to provide a framework for the coordination and harmonization of strategies for the control and prevention of TADs (initially with particular emphasis on HPAI). Within this framework, the combined expertise of the partner organizations will be made available to SADC Member States and the SADC Secretariat.

The Centre shall be located in the offices of the OIE Sub-Regional Representation for Southern Africa in Gaborone, Botswana.

### **MODUS OPERANDI**

The Parties to this agreement within the Centre maintain their core mandate and implement their respective projects and programmes, while avoiding gaps and duplications. Collaborative activities shall be drawn up as common projects upon request or identified needs.

Synergies between the mandate and activities of the OIE and the FAO in the SADC Member States will be identified and project proposals on issues within the organizations' capacities shall be prepared and submitted for funding.

The parties signatory to the establishment of the Centre undertake to share all relevant information concerning the fulfilment of this joint mission.

The OIE *Sub Regional Representation for Southern Africa* will provide permanent secretariat for the Centre.

As soon as the organizations involved sign the agreement on the Centre and the host country endorses it, the parties will prepare a quarterly programme of activities in Gabarone, defining activities to be undertaken and missions to be carried out.

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<sup>1</sup> Proceedings of FAO Regional Workshops for DVS/CVO of SADC on 21 – 22 July 2003 and 13 -14 August 2007 respectively

As appropriate, representatives of the Parties shall meet to **evaluate the implementation of this Agreement.**

### **DISTRIBUTION OF ROLES BETWEEN THE INSTITUTIONS**

Taking into account the inherent experience of each of the institutions which are signatories to this Agreement, flexible orientations have been selected regarding their special areas of intervention and their areas of added value.

#### **Special areas of intervention for the OIE**

- Audit and evaluation of the Veterinary Services to help SADC Member States and donor agencies to target their investments in the field of animal health and welfare;
- Training of SADC OIE Delegates, their deputies and National OIE Focal Points, i.e. SADC OIE *Subject Matter Specialists*;
- Actions aimed at improving the disease notification system and animal welfare activities;
- Dissemination of animal health and welfare information to the relevant stakeholders;
- Harmonization and technical monitoring of emergency response plans and simulation exercises;
- Harmonization of import – export certifications/conditions for animals and animal products
- Upgrading of selected veterinary laboratories and sanitary institutions to OIE Reference Laboratories and Collaborating Centres.

#### **FAO specific areas of expertise**

- Investigations into the role of migratory birds and other epidemiological factors involved in the spread of notifiable Avian Influenza and other TADs;
- Training in laboratory diagnosis and support for regional networks of laboratories and epidemiological surveillance teams;
- Support for feasibility studies for national and regional investment programmes;
- Provision of technical assistance, both for the Centre and at a national level to support implementation of programmes and or projects;
- Support the development of national and regional transboundary animal diseases control policies and strategies, with particular emphasis on HPAI.

#### **Common areas of intervention**

- Support definition of disease control policies and strategies;
- Preparation of investment programmes for sustainable strengthening of Veterinary Services;
- Promotion of increased public and private investments in Veterinary Services;
- Preparation of specific regional animal health and welfare programmes;
- Support capacity building for laboratories in the SADC region;
- Dissemination of technical information to stakeholders within the SADC region;
- Public awareness, information and communication campaigns;
- Monitoring and evaluation of actions / activities;
- Harmonization of epizootic emergency response plans;
- Promote increased awareness and preparedness for emerging diseases;
- Networking and exchange of data and information with other regions and other parts of the world;
- Support for the development of control programmes for transboundary animal diseases and their sub-regional and regional coordination, and for associated training.

These interventions will contribute to the achievements of the specificities and priorities of the SADC region, as defined in the SADC *Regional Indicative Strategic Development Plan* (RISDP) and they will assist the Food, Agriculture and Natural Resources (FANR) Directorate of the SADC Secretariat to achieve its objectives. The FANR Directorate will forward specific recommendations of the RAHC to the appropriate bodies of SADC for adoption.

### **STAFF COMPLEMENT**

For the purpose of this Agreement, the parties shall strive to provide the following human resources:

#### **At the OIE level**

The OIE SRR will manage and co-ordinate the overall activities of the centre (Secretariat) with a complement of the following additional staff, upon availability of funds:

- 1 Technical Adviser (Veterinarian) with experience in animal disease control
- 1 Administrative and financial officer
- 1 Secretary competent in English and with a working knowledge of French.

#### **At the FAO level**

The Regional ECTAD Manager will be in charge of monitoring and evaluation of specific animal health projects in individual SADC Member States with a complement of the following extra personnel:

- 1 Regional Emergency Livestock officer (part-time)
- 1 Project Assistant (Veterinarian)
- 1 Admin cum Finance Officer

### **Additional human resources requirements**

To fulfil the aforementioned mandates, the team at the Centre will be backed up by additional staff as agreed from time to time by the parties as well as by consultants on an ad hoc basis. Requirements for short term consultants will be defined as the need arises, but will necessarily include clearly defined Terms of Reference always with the aim of developing knowledge and skills within SADC.


### **MISCELLANEOUS**

The obligations of the parties under this Agreement, in particular the provision of human resources, shall be subject to the availability of funds, including extra-budgetary resources.

FAO and OIE shall agree on appropriate cost-sharing arrangements concerning the use of office space and related expenses by FAO staff on the premises of the OIE Sub-Regional Representation for Southern Africa.

Any dispute between the parties shall be settled through negotiation.

This Agreement may be terminated by either party upon a three month written notice to the other party. In that event, the parties shall consult with each other to agree on measures for the orderly conclusion of ongoing activities.

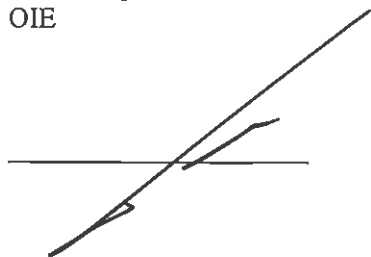
Nothing in this Agreement or any activity or document related to its implementation shall be interpreted as constituting a waiver of the privileges and immunities of FAO or OIE. 

The present Agreement shall take effect on the date of the signature by the two parties and shall remain in force until the conclusion of an FAO/OIE/AU-IBAR Tripartite Agreement related to the Regional Animal Health Centres in Africa. The new Tripartite Agreement shall replace this Agreement.

Done in Gaborone

For the OIE,

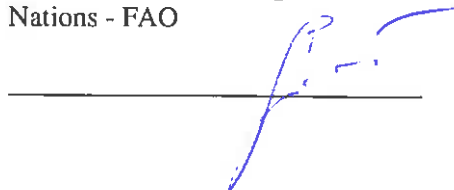
Bernard Vallat  
Director General  
World Organisation for Animal Health  
OIE



Done on 4 March 2009

For the FAO,

Modibo T. Traoré  
Assistant Director-General  
Agriculture and Consumer Protection  
Department  
Food & Agriculture Organization of the United  
Nations - FAO



Done on 23/02/2009

**ENDORSEMENT OF THE AGREEMENT BY THE GOVERNMENT OF THE REPUBLIC OF  
BOTSWANA, REPRESENTED BY THE \_\_\_\_\_**

Whereas in 17 may 2006, the OIE and the Government of Botswana signed an Agreement for the establishment of an OIE Subregional Representation in Gaborone.

The Government of Botswana acknowledges and endorses the signature of the bilateral agreement between the Food and Agriculture Organization of the United Nations (FAO) and the World Animal Health Organisation (OIE) for the establishment of the Regional Animal Health Centre for Southern Africa to be hosted in the premises of the Sub-Regional Representation of OIE for Southern Africa.

In compliance with the Agreement between OIE and the Government of Botswana signed on 17 May 2006, the Government of Botswana shall extend such privileges and immunities to the OIE and its staff as may be agreed between the Government of Botswana and OIE.

The Government of Botswana shall apply to FAO, its staff and consultants, property, assets, and any persons performing services on its behalf, the provisions of the Convention on Privileges and Immunities of the Specialized Agencies including its Annex II, as accepted by Botswana on 5 April 1983.

The Government of Botswana shall deal with any claim which may be brought by third parties against FAO or its staff, or against any person performing services on behalf of FAO, and shall hold them harmless in respect of any claim or liability arising in connection with the activities of the Regional Animal Health Centre, unless the Government of Botswana and FAO should agree that the claim or liability arises from gross negligence or wilful misconduct on the part of the individuals mentioned above.

Nothing in this Agreement or in any document or activity related thereto shall be construed as a waiver of the privileges and immunities of FAO or of OIE.

**Endorsed by**

For the Government of Botswana

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