



World Organisation
for Animal Health
Founded as OIE

**RENEWAL
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE AFRICAN UNION ACTING THROUGH THE AFRICAN UNION –
INTERAFRICAN BUREAU FOR ANIMAL RESOURCES (AU-IBAR)
AND
THE WORLD ORGANISATION FOR ANIMAL HEALTH (WOAH)**

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, the African Union – InterAfrican Bureau for Animal Resources (hereinafter referred to as 'AU-IBAR') is an institution specialised in the area of animal resources whose mandate is to support and coordinate the sustainable development and utilisation of animal resources to enhance nutrition and food security and contribute to the wellbeing and prosperity of the people in the member states of the African Union.

WHEREAS, AU-IBAR and WOA (hereinafter referred to collectively as the 'Parties' and individually as a 'Party') share common objectives and wish to collaborate to further their common goals and objectives within their respective mandates and governing rules and regulations;

RECOGNISING the need to develop and strengthen their cooperation in order to benefit from complementarities while avoiding unnecessary duplication and overlapping;

CONSIDERING THAT, the Parties formalised a basis for cooperation and collaboration on matters of common interest through an agreement signed on 28 May 2015 (hereinafter referred to as the '2015 Agreement');

NOW THEREFORE, the Parties have agreed to enter into this Memorandum of Understanding (hereinafter referred to as the 'MoU') which will supersede the 2015 Agreement:

HS ME

ARTICLE 1 PURPOSE OF THE MOU

The purpose of this MoU is to establish a revised 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

When appropriate, the Parties shall exchange views on relevant policy issues within their respective competence and shall consult regularly with each other on matters of common interest, such as One Health related topics and activities, with a view to achieving their objectives and coordinating their positions and activities. This will include the following illustrative list of topics and activities of mutual interest:

- Knowledge, animal health data, and information management and dissemination
- Legislation, standard setting, standard implementation, and trade
- Veterinary profession and veterinary education
- Strengthening the capacities of the veterinary services
- One Health
- Animal production, aquaculture, apiculture and farming practices / animal welfare
- Advocacy and animal health policy guidance

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

Within the context defined above, meetings will be encouraged and convened on an ad hoc basis as deemed necessary by the Parties to address priority matters of common interest, discuss technical and operational issues and review progress of work undertaken by the Parties related to further the objectives of this MoU.

ARTICLE 3 MODALITIES OF COOPERATION

1. **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.
2. **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. Should the activities of the Parties in fields of common interest so dictate, either Party may request the cooperation of the other whenever the latter Party is in a position to help develop the former's activities. The Parties shall endeavour, insofar as possible and in compliance with their constituent instruments and the decisions of their competent bodies, to respond favourably to such requests for cooperation in accordance with procedures and arrangements to be mutually agreed upon.
3. **Reciprocal representation.** Where possible, 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 4 IMPLEMENTATION

1. The Parties may, if necessary, enter into additional arrangements, such as development of Work Plan, for the implementation of this MoU. The terms of such arrangements would be subject to the provisions of this MoU.
2. Any Annex to this MoU will be considered an integral part of this MoU.

HS-4E

ARTICLE 5 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.

ARTICLE 6 INTELLECTUAL PROPERTY RIGHTS

1. The Parties recognise the importance of protecting and respecting intellectual property rights. This MoU does not grant the right to use any work created outside the framework of this MoU, of which one Party is the author or holds the intellectual property rights.
2. All intellectual property rights in materials developed jointly by the Parties will be jointly owned by the Parties. Intellectual property rights in any material made available by the Parties to be used to carry out the activities shall remain with the originating Party.
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 licence 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 7 CONFIDENTIALITY

1. The Parties may disclose to the public this MoU and information with respect to activities carried out under this MoU in accordance with the Parties' relevant policies.
2. Any sharing of confidential information between the Parties will be subject to their respective policies and procedures relating to the disclosure of confidential information. Each Party will take any action to protect confidential and/or classified information of the other Party.

ARTICLE 8 USE OF THE PARTIES' NAMES AND EMBLEMS

Except as provided in 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.

H) 

ARTICLE 9 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 wilful misconduct of the other Party.

ARTICLE 10 PRIVILEGES AND IMMUNITIES

Nothing in or relating to this MoU shall be deemed a waiver of any privileges or immunities which WOAHA and/or AU-IBAR enjoys.

ARTICLE 11 GENERAL PROVISIONS

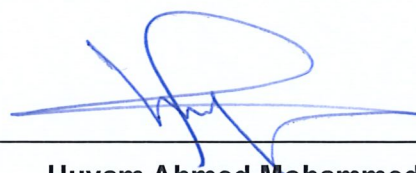
1. This MoU will enter into force upon signature by the Director General of WOAHA and the Director of AU-IBAR.
2. The Parties shall endeavour to keep track of progress made in activities jointly agreed to, and to regularly monitor and evaluate the implementation of this MoU.
3. This MoU shall have an initial five-year term, which may be renewed in writing by mutual consent of the Parties. Each Party may suggest revisions to this MoU prior to each renewal date or at any other appropriate time in order to update the content of this MoU.
4. This MoU may be amended by mutual consent expressed in writing.
5. Either Party may also terminate this MoU by giving six months' notice to the other Party.
6. 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.
7. 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.

The Parties agree that this MoU will be concluded physically or electronically via email exchange of scanned and signed copies, and that the signed copies exchanged in this manner shall be treated as originals.

IN WITNESS WHEREOF, the Director General of the World Organisation for Animal Health and the Director of the African Union – InterAfrican Bureau for Animal Resources have signed the present MoU in duplicate, in English, on. *20 May 2024*



Monique Eloit
Director General
World Organisation for Animal Health
(WOAH)



**Huyam Ahmed Mohammed Elamin
Salih**
Director
African Union – InterAfrican Bureau
For Animal Resources
(AU-IBAR)