



**(Revised) COOPERATION AGREEMENT BETWEEN
THE WORLD ORGANISATION FOR ANIMAL HEALTH (OIE)
AND
THE WORLD CUSTOMS ORGANIZATION (WCO)**

The World Organisation for Animal Health (hereinafter referred to as the “OIE”) and the World Customs Organization (hereinafter referred to as the “WCO”),

With the view to securing and facilitating international trade, and overall to stimulating the growth of legitimate and safe trade worldwide, contributing to the well-being of nations, poverty reduction and creating a more stable, secure and peaceful world;

Considering,

(i) The World Organisation for Animal Health is specifically recognized by the Agreement on the Application of Sanitary and Phytosanitary Measures (the SPS Agreement) of the World Trade Organization as the relevant standard-setting body for sanitary measures relating to animal health and zoonoses;

(ii) The World Customs Organization¹ is the only international organization with a mission to enhance the effectiveness and efficiency of Customs administrations at an international level in the area of compliance with trade regulations, protection of society and revenue collection, thereby contributing to the economic and social well-being of nations. The new Trade Facilitation Agreement concluded by the WTO in December 2013 mentions the pivotal role that the WCO will play in its implementation;

(iii) The national customs administrations and veterinary services are an essential part of the international trading system;

¹ Established in 1952 as the Customs Cooperation Council

Considering (i) an increasingly complex and rapidly changing environment characterized by the globalisation of business and trade - with unprecedented movements of people, animals and goods, and linked to them, of pathogens -, new trade patterns, demands for greater facilitation of legitimate trade, (ii) while at the same time dealing with growing safety and security concerns and emerging and re-emerging risks of natural, accidental or intentional nature; and (iii) the newly adopted WTO Trade Facilitation Agreement and notably its article 8 on Border Agency Cooperation, which calls for all national border authorities/agencies to cooperate with each other and coordinate border control and procedures to facilitate trade;

The OIE and WCO (hereinafter collectively referred to as the 'Parties' or the "Organisations", or individually, a "Party" or an "Organisation") have decided to revise the current Cooperation Agreement between the OIE and WCO adopted on 19 November 2008 and agreed to further increase their collaboration as follows:

Article 1

Purpose and scope of the Agreement

1. The purpose of the Agreement is to cooperate closely in matters of common interest pertaining to the Parties' respective fields of competence as defined by their respective constitutional instruments and by the decisions of their governing bodies, this both at corporate and operational level on the ground; as well as, whenever relevant, to strengthen the technical aspects of the Parties' respective work programme.
2. The following illustrative list of matters of common interest to the OIE and WCO relates to the security and facilitation of the international trade of animals, animal products, animal feed products, veterinary medicinal products and biological samples and includes, but is not limited to:
 - Implementation of the WTO Agreement on Trade Facilitation, with a focus on **Coordinated border management** (including the single window concept; coordination between national Custom Administrations and Veterinary Services; international certification; dematerialisation of supporting documents);
 - **Good governance** practices at borders, related to the human, physical and financial capacity of Customs Administrations and Veterinary Services (including transparency and integrity aspects);
 - **Fight against smuggling and fraud** in trade in live animals, products of animal origin and veterinary medicinal products (including fight against environmental crimes; preservation of biodiversity; protection against the entry of invasive alien species; control of medicinal products in e-commerce);
 - **Biological threat reduction** (bioterrorism and inappropriate use of animal disease and zoonosis pathogens);
 - **Animal welfare** aspects during transport (by land, sea and air) and quarantine;

- Facilitation of **international competition horse movements** (in particular for a specific high health, high performance horse sub-population);
- Facilitation of cross-border movements in natural disaster situations.

Article 2 *Exchange of information*

The OIE and WCO will exchange documents and publications, and keep each other informed of events and activities that may be of mutual interest.

In particular:

1. The OIE shall transmit to WCO the recommendations and resolutions of its General Assembly of Delegates as well as the recommendations of relevant OIE consultations, workshops and other official OIE meetings. These could be circulated to WCO Member countries as deemed relevant.
2. The WCO shall transmit to the OIE relevant decisions of the WCO Council and the recommendations of relevant WCO consultations, workshops and other official WCO meetings. These could be circulated to OIE Member countries as deemed relevant.
3. These resolutions, recommendations and decisions sent for the information of the respective bodies of both Organisations shall form the basis for coordinated international action between both Organisations.
4. The OIE and the WCO will exchange their catalogue of publications to enable both Organisations to request publications on activities related to their work. The OIE and the WCO will exchange free copies of documents and publications on subjects of mutual interest, within the limits of the Publications policy of each Organisation.

Article 3 *Mutual consultation*

1. The OIE and WCO shall consult each other regularly on policy issues and matters of common interest for the purpose of realising their objectives and coordinating their respective activities.
2. In this context, the OIE and WCO shall exchange information on new developments in their field of activities and on activities and projects that are of mutual interest.
3. When appropriate, consultation shall be arranged at the required level between representatives of the OIE and WCO to agree upon the most effective way in which to organise activities in compliance with their respective mandates and competences.

Article 4
Reciprocal representation

Each Organisation will invite the other party to participate as observer or when relevant as speaker in its meetings where matters of mutual interest may arise, and will make the reports of these meetings available.

In particular:

1. Representatives of the OIE shall be invited as observers or, when relevant, as speakers to attend the meetings of the WCO Council, Permanent Technical Committee, other committees and working groups of the WCO, and to participate without vote in the deliberations of these bodies with respect to items on their agenda in which OIE has an interest.
2. Representatives of WCO shall be invited as observers or when relevant as speakers to attend the meetings of the World Assembly of Delegates and Global and Regional Conferences of OIE and to participate without vote in the deliberations of these bodies with respect to items on their agenda in which the WCO has an interest.
3. Appropriate arrangements shall be made between the Director General of OIE and the Secretary General of the WCO for the participation of the WCO and OIE in other meetings convened under their respective auspices, which relate to matters of common interest, such as meetings leading to the definition of standards.
4. Both Organisations shall endeavour to avoid holding meetings and conferences dealing with matters of mutual interest without prior consultation with the other Organisation.

Article 5
Technical cooperation

1. For topics of common interest and whenever needed and feasible, the OIE and WCO may agree to engage in joint activities such as:
 - (i) The development of training materials, tools, guidance manuals, e-learning programmes, on matter of mutual interest;
 - (ii) The development of joint advocacy messages or public information campaigns;
 - (iii) The organisation of joint national, regional or international meetings, seminars and workshops on matters of mutual interest;
 - (iv) The cross-participation of OIE and WCO experts in each Organisation's respective flagship capacity building programme, namely the OIE PVS Pathway and the WCO Columbus and Mercator Programmes ('diagnostic', 'capacity building' and 'monitoring' phases of national Customs Administrations and Veterinary Services);
 - (v) The development of databases' interconnectivity, whenever necessary for the purpose of improved risk management and trade facilitation.

2. In this process, the Parties may combine their own human and financial resources. The Parties shall also collaborate in identifying appropriate consultants and experts to implement joint activities and to assist in technical activities undertaken by either Organisation.
3. The implementation of joint activities shall be subject to the availability of adequate resources to be determined for each activity by both Parties in accordance with their respective internal regulations and rules.

Article 6 ***Implementation of the Agreement***

1. The OIE and WCO shall designate contact persons in order to facilitate the most efficient cooperation between the two Parties; these persons shall be in charge of the routine flow of communication between the OIE and WCO.
2. Specific technical documents will be developed and deemed incorporated by reference to this Agreement to jointly implement operational activities mentioned under Article 5 – whether these would remain stand-alone activities or take the format of a more comprehensive programme.
3. If deemed necessary to the full or partial (specific topic) implementation of this Agreement and depending on the number of joint activities to be implemented, the OIE and WCO may decide to appoint a specific Joint Task Force (JTF); the composition of the JTF as well as its mandate and *modus operandi* will then be defined by specific terms of reference approved by both Parties.
4. To implement this Agreement, collaboration with other intergovernmental organisations sharing also a mutual interest in the matters listed under point 2 of Article 1 such as WTO², WHO³, FAO⁴, CITES⁵, BWC⁶, ICAO,⁷ IATA⁸, IMO⁹, IUCN¹⁰, CIC¹¹ and CBD¹², may be sought as deemed necessary by the OIE and WCO.

² WTO : World Trade Organization

³ WHO : World Health Organization

⁴ FAO : Food and Agriculture Organization

⁵ CITES: Convention on International Trade in Endangered Species of Wild Fauna and Flora

⁶ BWC : Biological Weapons Convention

⁷ ICAO : International Civil Aviation Organization

⁸ IATA : International Air Transport Association

⁹ IMO : International Maritime Organization

¹⁰ ICUN: International Union for Conservation of Nature

¹¹ CIC: International Council for Game and Wildlife Conservation

¹² CBD: Convention on Biological Diversity

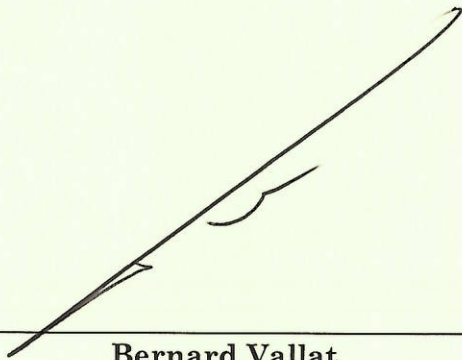
Article 7
Amendments and settlement of disputes

1. This Agreement may be amended by mutual consent expressed in writing between the OIE and WCO at any time. The OIE and WCO shall consult with each other with respect to the amendments of this Agreement at the request of either of the Organisations.
2. Any dispute between the Parties regarding the interpretation and/or fulfilment of this Agreement shall be settled amicably.


Article 8
Entry into force of the Agreement and Termination

1. This Agreement supersedes and replaces the Agreement between the OIE and WCO signed on 19 November 2008.
2. This Agreement shall enter into force on the date on which it is signed by the Director General of OIE and the Secretary General of the WCO, subject to the approval of the World Assembly of Delegates of the OIE and the WCO Council. This Agreement shall have an initial four-year term (the "Initial Term"). At the end of the Initial Term, this Agreement shall be automatically renewed on such date for an additional four-year term and on each successive anniversary date hereof until the next successive anniversary date ("Renewal Date") unless either of the Organisations provides written notice to the other Organisation of its intention not to renew this Agreement at least 90 days prior to (i) the end of the Initial Term, or (ii) a Renewal Date.
3. This Agreement may also be terminated by either of the Organisations at any time without cause by giving six months' notice in writing to the other Organisation.

Done on 12/06/2015.



Bernard Vallat
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World Customs Organization (WCO)