

**RENEWAL  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE PACIFIC COMMUNITY (SPC)  
AND  
THE WORLD ORGANISATION FOR ANIMAL HEALTH (WOAH)**

**PREAMBLE**

WHEREAS the Pacific Community ('SPC') is an intergovernmental organisation founded by treaty (the Canberra Agreement) in 1947, owned and governed by 27 member countries and territories to serve the development, scientific and technical needs of the Pacific region;

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 promoting transparency of the global animal disease situation;

WHEREAS SPC and WOAH (hereinafter referred to collectively as the 'Parties' and individually as a 'Party') share common objectives of strengthening the veterinary and aquatic animal health services, improvement of animal health and welfare, thus supporting the development of the livestock and aquaculture sectors of the Pacific region; and wish to collaborate to further their common goals and objectives within their respective mandates and governing rules and regulations;

WHEREAS the Parties recognise 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 16 September 1999 (hereinafter referred to as the '1999 Agreement');

CONSIDERING THAT, the Parties now wish to amend the 1999 Agreement notably to establish new basis for their collaboration;

NOW THEREFORE, the Parties have agreed to enter into this Memorandum of Understanding (hereinafter referred to as the 'MoU') which will amend and supersede the 1999 Agreement:

***Purpose and Scope***

- 1.1. The purpose of this MoU is to facilitate collaboration between SPC and WOAH, particularly in the following areas of mutual interest, which provide a framework for the partnership and the basis for elaborating a commonly agreed workplan:
  - a. **Strengthen Veterinary Services:** Capacity building of Veterinary and Aquatic Animal Health Services and workforce development by training and implementation of Performance of Veterinary Services (PVS) pathway activities in the Pacific.
  - b. **Strengthen terrestrial and aquatic disease surveillance and reporting:** Capacity building on terrestrial and aquatic animal disease surveillance, prevention and control, timely reporting, through SPC and WOAH's World Animal Health Information System (WAHIS) and emergency preparedness.
  - c. **Prevention and control of Transboundary Animal Diseases through GFTADs mechanism:** Support for the implementation of the regional strategy and sub-regional action plans on Global Framework for Transboundary Animal Diseases (GFTADs) in the Pacific.
  - d. **Promotion of One Health approach:** Strengthen partnerships and operationalisation of actions to control zoonoses, antimicrobial resistance (AMR), wildlife health risks, and other issues using the One Health approach in the Pacific in line with the Quadripartite One Health Joint Plan of Action.

- e. **Improving Animal welfare:** Technical support on the continuous improvement of animal welfare awareness and practices in the Pacific.
  - f. **Supporting networks:** Support the terrestrial and aquatic animal health priority areas identified by the Pacific Heads of Veterinary and Animal Production Services Network (PHOVAPS), as the regional mechanism to facilitate collaboration in developing programmes to strengthen animal health and production services across the Pacific.
- 1.2 This MoU between the Parties does not preclude any other form of collaboration, service provision or other activities that the Parties may agree upon in writing from time to time.
- 1.3 This MoU between the Parties is not exclusive and does not preclude either Party from engaging in, or continuing collaboration or other activities with third parties.

## **2. Mutual consultation and exchange of information**

- 2.1 The Parties agree to maximise cooperation, eliminate undesirable duplication of work, and ensure the most efficient use of their technical personnel in the execution of their mandates.
- 2.2 The Parties may consult and exchange information as necessary and appropriate, in the interest of identifying areas and potential projects and/or activities for cooperation.
- 2.3 The Parties may discuss when needed in good faith the modality of support to be provided.
- 2.4 The Parties shall, on a regular basis, maintain consultations on issues and activities of strategic importance for the purposes of furthering and facilitating the effective achievement of objectives they have in common and of ensuring the greatest possible coordination of activities with a view to maximising complementarity and mutual support.
- 2.5 Subject to such arrangements as may be necessary to safeguard the status of confidential material available to them, the Parties shall exchange information and documentation on matters of common concern within their domains and shall keep each other informed of current and planned activities of mutual interest for the purpose of identifying areas in which cooperation between them may prove desirable.

## **3. Specific projects**

- 3.1 In cases where the Parties identify options for collaboration, the Parties may agree on the particular terms and conditions of any specific initiatives and activities through separate written implementation agreements:
- 3.2 An implementation agreement will include:
  - (i) reference to this MOU and the general conditions set forth herein,
  - (ii) the activities involved,
  - (iii) any specific obligations of the Parties;
  - (iv) ownership of intellectual property rights arising from the outcomes
  - (v) the budget and its funding and other financial arrangements;
  - (vi) the duration, and
  - (vii) any specific modalities and conditions.
- 3.3 Any initiative or activity under an implementation agreement will be subject to the regulations and rules of the Parties and the general terms and conditions pertaining to this MOU.

## **4. Use of Name, Emblem and Logo**

- 4.1 Neither Party shall use the name, emblem or logo of the other Party, its subsidiaries, affiliates, or any abbreviation thereof, in connection with its activities or otherwise without the express prior written approval of the other Party in each case.

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

## **5. Confidentiality**

- 5.1 Each Party shall maintain the confidentiality of any information it receives from the other Party that has been designated as confidential or which by its nature is deemed to be confidential.
- 5.2 The Parties will only use confidential information for purposes of this MOU and not for any private or commercial gain. This confidentiality obligation shall not apply to information which the recipient can prove in writing it was at the time of disclosure:
- (i) in the public domain;
  - (ii) lawfully in its possession, and not acquired directly or indirectly from a third party under an obligation of confidentiality;
  - (iii) furnished to the recipient without restriction by a third party having a bona fide right to do so;
  - (iv) public knowledge by act or acts beyond the recipient's control; or
  - (v) required to be disclosed by law or pursuant to a judicial order.
- 5.3 Where the Parties are required to disclose Confidential Information by law or pursuant to a judicial order, the Parties agree to provide each other with prompt written notice so that they will have an opportunity to obtain a protective order or take such other appropriate action to assert their privileges and immunities.
- 5.4 Each Party shall take all reasonable precautions to ensure that this MOU and/or the information contained herein shall not be disclosed to any non-affiliated third parties, unless otherwise agreed to in writing between the Parties.

## **6. Intellectual Property Rights**

- 6.1 Nothing in this MOU is intended to affect each Party's pre-existing intellectual property and other property rights.
- 6.2 Pre-existing intellectual property and other property rights shall remain with their originating Party.
- 6.3 Each Party shall ensure that intellectual property rights and other property rights of the other Party or third parties are not infringed during the course of this MOU and each implementing agreement.

## **7. Focal Points and Official Correspondence**

- 7.1 All communication related to this MoU will be addressed to the people below or their nominees.

<b>FOR SPC</b>	<b>FOR WOA</b>
Name: Ms Karen Mapusua Position: Director, SPC Land Resources Division Email: <a href="mailto:KarenM@spc.int">KarenM@spc.int</a>	Name: Dr Hirofumi Kugita Position: WOA Regional Representative for Asia and the Pacific Email: <a href="mailto:h.kugita@woah.org">h.kugita@woah.org</a>

## **8. Resolution of disputes**

- 8.1 The Parties shall make their best efforts to amicably settle any dispute, controversy or claim arising out of this MOU, in accordance with the rules and procedures of both organisations.

## **9. Privileges and immunities**

- 9.1 Nothing in or relating to this MOU shall be deemed or construed to be a waiver, express or implied, of any of the privileges and immunities enjoyed by SPC and WOA, their officers, staff and subsidiary bodies pursuant to customary international law, relevant international or national agreements, and under domestic law nor would constitute or be construed as SPC's nor WOA's acceptance of the jurisdiction of the courts of any country over disputes arising therefrom.

## 10. Annexes

- 10.1 Any workplan setting out specific work as per Article 1.1 will be deemed an annex to this MoU. Such annex may be modified and updated as necessary by written agreement of the Parties.
- 10.2 Such annex shall form an integral part of this MoU and, unless expressly provided otherwise, a reference to this MoU includes a reference to any such annex.

## 11. Entry into Force, Modification and Termination

- 11.1 This MoU will enter into force on the date on which it is signed by authorised representatives of both the Parties.
- 11.2 The Parties may agree to amend this MoU by mutual written consent between them following appropriate consultations.
- 11.3 This MoU shall have a four-year-term, which may be renewed in writing by mutual consent of the Parties. Each Party may suggest revisions to this MoU prior to renewal date or any other appropriate time in order to update the content of this MoU.
- 11.4 This MoU may be terminated by mutual consent of both the Parties or by either Party giving the other Party six (6) months' written notice in advance. This period shall commence as from the date of receipt of the notice of termination.
- 11.5 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.
- 11.6 The Parties agree that this MoU will be concluded 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 General of SPC have signed the present MoU in duplicate, in English, on 28 June 2024.

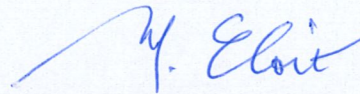
**For SPC**



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Name: Stuart Minchin  
Title: Director General

**For WOA**



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Name: Monique Eloit  
Title: Director General