

MEMORANDUM OF UNDERSTANDING (‘MoU’)

between

the International Union for Conservation of Nature, an international organisation, with headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland (hereafter ‘IUCN’),

and

the World Organisation for Animal Health, whose statutory name is *Office International des Epizooties*, an intergovernmental organisation, with its headquarters located at 12 rue de Prony, 75017 Paris (hereafter ‘WOAH’),

IUCN and WOAH shall be referred to herein individually as a ‘Party’ and together as the ‘Parties’.

Preamble

Whereas the Parties have executed a Memorandum of Understanding on 26 June 2012 (hereinafter ‘2012 MoU’) for the purpose of providing a general framework to their cooperation on identification of matters of common interest and the Parties now wish to review the 2012 MoU;

Whereas 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 mission of IUCN is to influence, encourage and assist societies throughout the world to conserve the integrity and diversity of nature and to ensure that any use of natural resources is equitable and ecologically sustainable;

Whereas the mission of WOAH is to improve animal health worldwide; and

Whereas the Parties recognise the benefits that each may derive from their collaboration hereunder toward the fulfilment of their respective missions.

Now therefore the Parties agree to enter into this MoU which will supersede the 2012 MoU:

A. Objective

The objective of this MoU is to provide the Parties with a general framework and a guiding tool in identifying and carrying out specific collaborative projects and activities for joint implementation from time to time (the 'Objective') through specific agreements ('Supplemental Agreements').

This MoU sets the Parties' mutual understanding of their proposed collaboration framework. Except for the obligations set forth under E 8 and 9 below, this MoU is not intended to and does not create any contractual rights or any enforceable obligations in respect of either Party.

B. Principles of Collaboration

1. Complementarity and reciprocal support

The Parties should support each other in working toward the achievement of the Objective and the fulfilment of their respective missions, by building on elements of their respective programs and by pursuing effectiveness while avoiding unnecessary duplication of effort.

2. Mutual benefit

The specific projects and activities on which the Parties may collaborate under this MoU and through related Supplemental Agreements should be selected, agreed and carried out so as to bring a clear benefit to both Parties and their respective constituents.

3. Responsibility and funding for collaboration projects and activities

Such collaborative projects and activities should be undertaken with a clear, mutual understanding of the work and the responsibilities to be carried out by each Party and of the ways and means of funding each such project or activity. To that end, the specific details in respect of (a) the work and responsibilities of each Party in terms of operational, performance and administrative tasks, (b) the agreed deliverables to be produced by each Party, and (c) the source, allocation, control and use of all necessary funding shall be set forth clearly in the relevant Supplemental Agreement.

4. Mutual recognition

Public statements and publications by either Party regarding joint activities undertaken pursuant to this MoU should expressly acknowledge the cooperative relationship between the Parties. Additionally, where either Party intends to use, in publications in any medium, substantial data and/or information (collectively 'Materials') obtained by the other Party, the Party intending to use the materials should:

- a. Give the other Party
 - i. reasonable advance notice of such intended use, and
 - ii. the opportunity to edit or otherwise amend the Materials, or to object to and prevent the intended use thereof, provided that any such objection shall be based on reasonable grounds; and
- b. Include with the Materials, in a clearly legible font and conspicuous location in the medium, an acknowledgment or source reference to the other Party.

C. Areas and Activities of Collaboration

1. Specific areas of collaboration, activities and projects will be identified on the basis of geographic, programmatic and/or other relevant criteria and will be agreed in one or more Supplemental Agreements.
2. Potential areas of collaboration include, but are not limited to, the following:
 - a. Any threat to wildlife health impacting conservation;
 - b. Management of the risk of pathogen emergence in wildlife and transmission at the human-animal-ecosystem interface, whilst taking into account the protection of wildlife; and
 - c. Sharing information between IUCN/WOAH databases to enhance joint analysis and interoperability.
 - d. Enhancing wildlife health system capacity to undertake effective planning, monitoring, and management in line with a One Health approach and the WOAH Wildlife Health Framework and its biodiversity objectives.

D. Modalities of Performance

1. In order to ensure the harmonious implementation of the Parties' collaboration and the successful achievement of the Objective of this MoU, the Parties will act in good faith, should actively support each other in the performance of intended tasks/activities and take all reasonable steps to make the most effective use of the collaboration hereunder in furtherance of their respective missions.
2. Considering the preceding paragraph 1, the Parties agree to the following practical steps:
 - a. An annual meeting should be scheduled and held every calendar year (the 'Annual Meeting'), with the date and venue to be agreed by the Parties in each instance.
 - b. The Annual Meeting is intended to provide the Parties with the opportunity to review their collaborative relationship and possibly to extend its scope, and in particular to share information, evaluate past and ongoing joint activities, and discuss new areas and activities for further potential collaboration.
 - c. Each Party's key personnel who are actively involved in specific collaboration activities should seek to meet on a regular basis to review specific aspects of their respective work-plans with a view to achieving or improving complementarity.
 - d. Each Party should nominate and notify to the other Party a number of representatives who serve as focal points dedicated specifically to coordinating:
 - i. the overall collaboration under this MoU, and
 - ii. the specific activities undertaken pursuant to the Supplemental Agreement(s) stipulated by the Parties. And
 - e. Each Party will ensure that any changes made to the list of its focal points are promptly communicated to the other Party.

E. Miscellaneous Provisions

1. Supplemental Agreements

- a. Collaboration activities to be carried out pursuant to any Supplemental Agreement will be:
 - i. Subject to the availability of funds and resources;
 - ii. Approved by the appropriate administrative authorities of each Party; and
 - iii. Undertaken in accordance with the Parties' respective established policies and procedures.
- b. The Parties' performance of Supplemental Agreements shall be subject to and in accordance with the terms and conditions provided for in each such Supplemental Agreement.

2. Financial Provisions

Financial, administrative and reporting provisions relating to any collaboration activities between the Parties shall be expressly agreed in the relevant Supplemental Agreement.

3. Entry into force

This MoU shall enter into force upon the date of signature by both Parties.

4. Dispute Resolution

Any dispute arising out of or in connection with this MoU will be settled by amicable negotiation between the Parties.

5. Representation

Neither Party shall have the authority to incur any liability or make any commitment on behalf of the other Party *vis à vis* any third party, contractually or otherwise, without the other Party's advance express written consent.

6. Assignment

Neither Party to this MoU may assign nor transfer the responsibilities or arrangement made herein without the prior consent of the non-assigning party.

7. Amendment

This MoU may be amended only by a writing signed by both Parties.

8. Term and Termination

This MoU is to come into force on the date of signature by both Parties, and shall remain in effect for four (4) years from such effective date unless renewed in writing for a similar term or terminated by either Party. Either Party may terminate this MoU by giving the other Party six (6) months' advance written notice of termination. It is understood that any such termination shall have no effect on any Supplemental Agreements then in force between the Parties, and that the performance of such Supplemental Agreements shall be subject to their own terms and conditions.

9. Intellectual Property Rights

Neither Party shall have the right to use the other Party's name, logo and/or other trademarks in any medium and for whatever purpose without the other Party's prior written consent in each instance of use.

10. Personal Data

The Parties undertake to process any personal data exchanged in the implementation of this MoU in compliance with the applicable principles of law or regulatory framework. Personal Data is any information relating to an identified or identifiable individual.

11. Privileges & immunities

Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any privileges or immunities which both WOAHA, IUCN and their staff enjoy.

12. Execution

This MoU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The signing of this MoU is not intended to create, and does not create, any obligation on the Parties to enter into any Supplemental Agreement.

This MoU may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that the signed counterparts may be delivered by e-mail in a '.pdf' format data file, and that in this case such signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such '.pdf' signature page were an original thereof.

In witness whereof, the undersigned, being duly authorised to do so, have executed this MoU in the English language in two (2) counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

**IUCN, International Union for
Conservation of Nature**


**The World Organisation for
Animal Health**

Signed:

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Dr. Grethel Aguilar
Director General

Dr Monique Eloit
Director General

Date:

Date: