

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

#### THE ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT (OECD)

### AND

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

WHEREAS, the World Organisation for Animal Health (hereinafter referred to as the "OIE") is an intergovernmental organization recognized by the World Trade Organization as a reference organization for intergovernmental 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 Organisation for Economic Co-operation and Development (hereinafter referred to as the "OECD") is an intergovernmental organization, the purpose of which is to promote policies that will improve the economic and social well-being of people around the world, and to provide a forum in which governments can work together to share experiences and seek solutions to common problems;

WHEREAS, both the OIE and the OECD (hereinafter referred to collectively as the "Parties" and individually as a "Party") have accumulated a breadth of experience in policy development and implementation in various contexts, and have developed significant know-how, practices, standards and guidelines within their own areas of expertise;

WHEREAS, the OIE, with extensive experience in animal health, veterinary public health and animal welfare, is able to combine intellectual and technical support, and to engage in capacity building and technical assistance on those topics;

WHEREAS, the OECD's multidisciplinary approach to policy analysis and dialogue through peer reviews and direct involvement of practitioners from member countries in its work are recognized strengths, and in particular can facilitate cooperation with the OIE in the areas of animal health and welfare, and veterinary public health;

TAKING INTO CONSIDERATION the specific methods and character of the activities of each of the Parties as determined by their mandates and the provisions of relevant international instruments;

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

CONSIDERING THAT, the Parties wish to formalize a basis on which the Parties will co-operate and collaborate on matters of common interest, and to render their respective activities more effective.

NOW THEREFORE, the Parties have agreed to enter into this Memorandum of Understanding (hereinafter referred to as the "MoU"):

### ARTICLE 1

#### PURPOSE OF THE MoU

This MoU between the OIE and the OECD sets out the conditions for co-operation in matters of common interest in the fields of animal health and welfare, veterinary public health, economics of animal health, good governance of veterinary services and related issues.

Any activities conducted under this MoU are subject to their inclusion in the Parties' respective programmes of work and budgets and to the availability of funds. They shall be carried out in accordance with their respective rules and practices.

**ARTICLE 2**  
**AREAS OF CO-OPERATION**

The OIE and the OECD shall exchange views on policy issues within their respective competencies and consult regularly on matters of common interest with a view to achieving their objectives and coordinating their positions and activities. This could include activities focusing on best practices, policies and economic evaluations relating to:

- animal health;
- animal welfare;
- veterinary drugs, including antimicrobial resistance;
- impact of livestock on environment;
- biosciences development;
- public-private partnership on animal disease prevention and control;
- capacity building strategies;
- cost of co-operation with developing countries in the field of animal disease prevention and control (e.g. avian influenza, Ebola, etc.); and
- biological threat reduction from threats of natural, accidental and intentional origin.

Other areas of co-operation may be identified and jointly agreed upon by the Parties during the implementation of this MoU.

**ARTICLE 3**  
**MODALITIES OF CO-OPERATION**

The Parties may co-operate by various means, which will include, but not be limited to:

1. *Exchange of information and documents.* The OIE and the OECD will 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 OIE and the OECD shall, in the interest of their respective activities, seek each other's expertise and observations to develop and optimise the effects of such activities.
3. *Reciprocal representation.* The Parties will extend to each other invitations for participation in all non-restricted meetings, seminars and conferences during which matters of common interest are to be discussed.
4. *Personnel arrangements.* Subject to their relevant internal regulations, the OIE and the OECD may examine the possibility of organizing staff exchange programs or making other arrangements to strengthen their knowledge network, especially by including each other's staff in formal or informal staff development initiatives.

**ARTICLE 4**  
**IMPLEMENTATION**

The OIE and the OECD may, if necessary, enter into additional arrangements for the implementation of this MoU.

**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. Intellectual property rights over any joint work created by the Parties' collaborative activities under the MoU of which both Parties are the authors will be jointly held by the Parties. Each of the Parties may use and reproduce this work separately, subject to an appropriate acknowledgement of the other Party's contribution to the work, unless one Party notifies the other that it does not wish to be associated with the work, and provided that each Party will seek the written consent of the other before granting any license to a third party. The wording of the acknowledgement and the conditions of use of the other Party's logo shall be agreed between the Parties.
3. Without prejudice to the above, any joint publication will be subject to a separate written agreement by the Parties.

## ARTICLE 7

### DISCLOSURE AND CONFIDENTIALITY

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.

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 this MoU and/or 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.

## 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 staff, consultants or sub-contractors, in connection with, or as a result of, the collaborative activities under this MoU and/or any subsequent agreement. However, if a loss, accident, damage or injury arises out of or results from the actions carried out by one Party (the "First Party"), the First Party will hold the other Party and its staff harmless from any resulting claim or damages.

## ARTICLE 10

### GENERAL PROVISIONS

1. This MoU will enter into force upon signature by the Parties.
2. This MoU shall have an initial two-year term (the "Initial Term"). At the end of the Initial Term, this MoU may be renewed in writing for an additional two-year term.
3. Either Party may terminate this MoU by giving three months' written notice to the other Party.
4. In such a case, the Parties will agree, as appropriate, on the steps to ensure that the activities initiated under the MoU are brought to a prompt and orderly conclusion.
5. This MoU may be amended by mutual consent expressed in writing.
6. 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.

IN WITNESS WHEREOF, Monique Eloit, Director General of the World Organisation for Animal Health and Mari Kiviniemi, Deputy Secretary-General of the Organisation for Economic Co-operation and Development, have signed the present MoU in duplicate, in English, on 7<sup>th</sup> of September 2016



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**Monique Eloit**  
**Director General**  
**World Organisation for Animal Health (OIE)**



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**Mari Kiviniemi**  
**Deputy Secretary-General**  
**Organisation for Economic Co-operation and**  
**Development (OECD)**