

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORLD ORGANISATION FOR ANIMAL HEALTH
AND THE UNITED NATIONS**

**CONCERNING OIE'S COOPERATION WITH THE UNITED NATIONS SECRETARY-
GENERAL'S MECHANISM FOR INVESTIGATION OF THE ALLEGED USE OF CHEMICAL,
BIOLOGICAL OR TOXIN WEAPONS**

This Memorandum of Understanding is entered into by and between the United Nations, an international intergovernmental organization established pursuant to the Charter of the United Nations signed in San Francisco, on 26 June 1945, acting through its Office for Disarmaments Affairs, (hereinafter referred to as "UNODA") whose address is New York, NY 10017, USA, and the World Organization for Animal Health an intergovernmental organization established pursuant to the International Agreement for the Creation of an Office International des Epizooties, signed in Paris on 25 January 1924 (hereinafter referred to as "OIE").

RECOGNIZING that the mandate of the OIE is to improve animal health, veterinary public health and animal welfare worldwide, that the OIE is responsible for transparency of the global animal disease situation, and that as an intergovernmental organisation, the OIE acts as the leading organisation on international animal health work with scientific and technical support from the worldwide network of the OIE Reference Laboratories and Collaborating Centres;

RECOGNISING that pursuant to relevant General Assembly and Security Council resolutions, in particular General Assembly resolutions A/RES/44/115B and A/RES/45/57C and Security Council resolution 620 (1998) the United Nations Secretary-General (the "Secretary-General"), is authorized to carry out investigations in response to reports that may be brought to his attention by any Member State concerning the possible use of chemical and bacteriological (biological) or toxin weapons that may constitute a violation of the 1925 Geneva Protocol or other relevant rules of customary international law (the "alleged use") in order to ascertain the facts of the matter;

RECOGNISING that the OIE's Basic Texts and its International Standards constitute a legal and operational instrument defining, inter alia, responsibilities of OIE Member Countries and of the OIE to maintain transparency of the global animal disease situation in relation to OIE listed diseases which include the most important diseases for animal health and, in the case of zoonoses, for human health, and that OIE's International Standards are recognised by the World Trade Organisation's Agreement on the Application of Sanitary and Phytosanitary Measures as the international standards for animal health and zoonoses;

REFERRING to the technical guidelines and procedures to guide the Secretary-General in the conduct of timely and efficient investigation of the reports of alleged use set out in A/44/561 and endorsed by the General Assembly (A/RES/45/57C);

RECALLING the exchange of letters between the United Nations Office for Disarmament Affairs (hereinafter referred to as "UNODA") and the OIE in 2009 on issues related to the Secretary-General's mechanism for investigation of alleged use, including a work plan for joint OIE-UNODA activities and cooperation.

NOW THEREFORE, the OIE and UNODA (hereinafter jointly referred to as the "Parties" and separately referred to as the "Party") have agreed on the following modalities of cooperation on issues related to the Secretary-General's mechanism for investigation of alleged use:

ARTICLE I

MODALITIES OF COLLABORATION

1. It is understood that any collaborative activity and undertaking as outlined in this Memorandum of Understanding shall be subject to the availability of sufficient financial and human resources for that purpose, as well as each Party's programme of work, priority activities, internal rules, regulations, policies, administrative procedures and practices.

1.1 Should the Secretary-General receive a report on alleged use of an animal pathogen or zoonotic agent, the OIE will endeavour, where possible, on request from the UNODA, to provide technical support in assessing the animal health, zoonotic clinical, and event-specific health aspects of an alleged use that are brought to the attention of the Secretary-General. This could include the following illustrative (not exhaustive) list of activities by the OIE:

- a) nominating OIE experts to UNODA;
- b) facilitating access to relevant OIE reference laboratories or collaborating centers;
- c) providing animal health information and sharing disease outbreak control methodologies;
- d) contributing to the harmonization of outbreak response procedures and field operations by indicating appropriate international standards and recommendations.

1.2 The OIE will, upon request from UNODA, provide support in updating of technical guidelines for conduct of Secretary-General's investigations of alleged use and in training of experts on the Secretary-General's roster of experts. The Parties will extend to each other invitations for participation in relevant training and educational activities. The OIE will support the improvement of training course modules for experts by providing presentations and materials on outbreak investigation for animal health and public health (zoonosis) emergencies.

1.3 The Parties will conduct joint activities for upholding and strengthening of the Secretary-General's mechanism for investigation of alleged use, including preparation of joint project proposals to potential donors and joint publications as appropriate and subject to internal clearances. Neither Party shall submit project funding proposals concerning this collaboration without prior written agreement of the other Party.

2. The OIE Headquarters and the Weapons of Mass Destruction Branch of UNODA will serve as focal points responsible on behalf of the OIE and UNODA, respectively, for the coordination and practical implementation of activities under this Memorandum of Understanding. Their representatives will meet as required in order to review and evaluate the implementation of this collaboration, and to consider any improvements therein which may be suggested from experience.

ARTICLE II LEGAL AND FINANCIAL ASPECTS

1. Nothing in this Memorandum of Understanding gives rise to financial obligations upon either Party

2. To the extent any activity may give rise to financial obligation, a separate agreement shall be concluded subject to the United Nations' and the OIE's respective Financial Regulations and Rules, prior to such activity being undertaken.

ARTICLE III PUBLICATIONS

1. UNODA and OIE will come to agreement on preparation and issuance of any publications resulting from this Memorandum of Understanding
2. If a Party (the "Publishing Party") prepares and issues publications on its own, 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 necessary further modification to the text or other actions to account for these comments. The copyright to the publication remains 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 with a non-exclusive, sub-licensable, worldwide, royal free license to the Publishing Party to deal with the contribution for all purposes, in all manners, and in all formats, as part of the publication. The Contributing Party will be appropriately acknowledged in the publication. If such contribution has been substantial, the Parties may agree to add the logo of the Contributing Party on the cover, subject to internal clearances, also in accordance with Article III(3) below.
3. The collaboration of the Parties shall be duly acknowledged in any publication resulting from this Memorandum of Understanding, unless a Party does not wish to be associated with the publication. The wording of the acknowledgement shall be agreed between the Parties.
4. No publication or other work resulting from this Memorandum of Understanding shall contain commercial advertising or be used for the promotion of any commercial product or service.

ARTICLE IV LIABILITY

Each Party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this Memorandum of Understanding 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 Memorandum of Understanding 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 V USE OF THE PARTIES' NAMES AND EMBLEMS

Except as explicitly provided in this Memorandum of Understanding and/or any subsequent agreement, neither Party shall, in any statement or material of a promotional nature, refer to the relationship of the Parties under this Memorandum of Understanding and/or any subsequent agreement, or otherwise use the other Party's name, acronym and/or emblem, without the prior written consent of that other Party.

ARTICLE VI GENERAL PROVISIONS

1. This Memorandum of Understanding will enter into force upon signature by both Parties and will remain in force for four (4) years from that date. It will then be renewed automatically for another four (4) years unless a Party indicates in writing to the other Party its intent to terminate it six (6) months before the expiration. A Party may also terminate this Memorandum of Understanding at any time without cause with six (6) months prior written notice. This Memorandum of Understanding may be amended at any time by mutual written agreement between the Parties.

2. AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of this Memorandum or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

3. Arbitration: Any dispute, controversy, or claim between the Parties arising out of this Memorandum or the breach, termination, or invalidity thereof, unless settled amicably under paragraph XIII.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Memorandum, order the termination of the Memorandum, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Memorandum, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Memorandum, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

4. Nothing in or relating to this Memorandum of Understanding shall be deemed to constitute any waiver, express or implied, of the immunities, privileges, exemptions and facilities enjoyed by OIE or by the United Nations, including its subsidiary organs.

IN WITNESS WHEREOF, the representatives of the Parties sign this Memorandum of Understanding in duplicate, on June 26th 2012.

Dr. Bernard Vallat
Director-General
World Organisation for
Animal Health

Ms. Angela Kane
High Representative for Disarmament
Affairs, United Nations Office for
Disarmament Affairs