



WORLD ORGANISATION FOR ANIMAL HEALTH
Protecting animals. preserving our future

MEMORANDUM OF UNDERSTANDING BETWEEN THE ASSOCIATION OF SOUTHEAST ASIAN NATIONS AND THE WORLD ORGANISATION FOR ANIMAL HEALTH ON TECHNICAL COOPERATION

The Association of Southeast Asian Nations (ASEAN) and the World Organisation for Animal Health (OIE) (hereinafter individually referred to as the "Participant" and collectively as the "Participants");

CONSIDERING that most of the ASEAN Member States have significant livestock populations and the livelihoods of more than half of the population of ASEAN depend directly or indirectly on livestock production;

ACKNOWLEDGING that the OIE 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;

REALISING that it is within the mutual interest of ASEAN and OIE to enhance their cooperation in further developing the livestock sector of the ASEAN region through strategic actions in strengthening of veterinary services, preventing and controlling of animal diseases and zoonoses, and facilitating trade in animal and animal products;

RECALLING the Memoranda of Understanding between the Governments of the Member Countries of the Association of Southeast Asian Nations (ASEAN) and the World Organisation for Animal Health (OIE) on Technical Cooperation signed on 3 June 2008 (hereinafter referred to as the “2008 MOU”) and on linkage between the ASEAN Regional Animal Health Information System (hereinafter referred to as “ARAHIS”) and the World Animal Health Information System (hereinafter referred to as “WAHIS”) signed on 7 October 2011 (hereinafter referred to as “2011 MOU”);

DESIRING to improve the 2008 MOU and 2011 MOU by developing a comprehensive Memorandum of Understanding which is built upon the commitments under those Memoranda of Understanding to provide a framework of cooperation between ASEAN and OIE;

HAVE REACHED THE FOLLOWING UNDERSTANDING:

SECTION 1 OBJECTIVE

The purpose of this Memorandum of Understanding (hereinafter referred to as “MOU”) is to provide a general framework to enable the Participants to pursue their common interests and objectives more effectively through technical cooperation.

SECTION 2 AREAS OF COOPERATION

1. The Participants will initiate, where appropriate, cooperation in the following areas:

- (a) development of appropriate measures to support the control, prevention and eradication of animal diseases;
 - (b) design and setting up of epidemiological surveillance, disease reporting and animal health information systems including the customised interconnection of ARAHIS and WAHIS as well as preparing for emergency procedure for disease outbreak;
 - (c) development of standards for trade in animals and animal products; and
 - (d) strengthening of the veterinary services by carrying out OIE Performance Veterinary Service missions as well as by supporting training courses in veterinary fields.
2. This MOU is without prejudice to any cooperation activities the Participants may have with other institutions towards the development and implementation of these activities or other related activities.
3. Implementation of specific activities or projects pursuant to this MOU, including those involving the transfer of funds between the Participants or giving rise to legal or financial obligations, will necessitate the execution of appropriate legal instruments between the Participants. Such instruments will, where applicable, specify the objectives, timelines, deliverables, funding arrangements, and responsibilities of the Participants.

SECTION 3 FINANCIAL ARRANGEMENT

The financial arrangements to cover expenses for the cooperative activities implemented within the framework of

this MOU will be agreed upon by the respective Participants on a case-by-case basis subject to the availability of funds and resources.

SECTION 4 IMPLEMENTATION

1. ASEAN will, as far as practicable, provide the OIE with technical and policy support from its personnel needed to perform assigned tasks.
2. Within the framework of its assistance, the OIE will assist ASEAN to benefit from available international expertise, including technical support and strategic guidance in animal health and zoonoses, and animal welfare.
3. This MOU does not in any way commit either Participant to financial or human resource obligations. Commitment of financial and human resources by each Participant for each agreed activity or project will be clearly set out as indicated in Section 3 and will be subject to each Participant's regulations, rules, and procedures.
4. The Participants will refrain from any action that may adversely affect the interests of the other Participant and will fulfil their commitments with fullest regard for the terms and conditions of this MOU.
5. The Participants will endeavour to keep track of progress made in activities jointly agreed to, and to regularly monitor and evaluate the implementation of this MOU.
6. Except where it is in relation to their collaboration or joint activities under this MOU, or otherwise expressly authorised by the other Participant in writing, neither Participant will, in any manner whatsoever, use the name, emblem or official seal of the other Participant, or any

abbreviation thereof in connection with their business or otherwise.

7. All press releases or public statements relating to this MOU or its implementation will require the approval of both Participants, in writing, prior to release or disclosure.

SECTION 5 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights will be enforced in conformity with the respective national laws, rules, and regulations of ASEAN and with other international agreements signed by both ASEAN and OIE.
2. Notwithstanding paragraph 1, the intellectual property rights in respect of any technological development, and any products and services development, carried out:
 - (a) jointly by the Participants or research results obtained through the joint activity effort of the Participants, will be jointly owned by the Participants in accordance with the terms to be agreed upon; and
 - (b) solely and separately by the Participant or the research results obtained through the sole and separate effort of the Participant, will be solely owned by the Participant concerned.

SECTION 6 EXCHANGE OF INFORMATION AND DOCUMENTS

1. The Participants will exchange information and documentation on the development and progress of activities deemed to be of common interest, subject to restrictions for reasons of confidentiality.

2. Any confidential information, document or data received pursuant to this MOU will not be disclosed or distributed to any third party, except to the extent authorised in written form to do so by the Participant providing the information, document or data.

SECTION 7 INVITATION TO MEETINGS

Each Participant may invite the participation of a third party in the open meetings, pursuant to their respective practices, particularly when matters of common interest consistent with activities listed in Section 2 are to be considered. In carrying out the open meetings, the Participants will ensure that the third party will comply with the provisions of this MOU.

SECTION 8 PUBLICATIONS

1. The OIE will provide ASEAN with its publications catalogue so as to enable ASEAN Member States to order publications of interest at preferential prices.
2. The Participants may exchange other agreed publications of mutual interest free of charge.

SECTION 9 CONSULTATIONS

The Participants will hold periodic consultations on matters related to the implementation of this MOU and may, on a basis of mutual consent, propose new modalities to improve its effectiveness. Such modalities will be subject to the written mutual arrangement of the Participants.

SECTION 10 CONFIDENTIALITY

1. Each Participant will keep confidential at all times any information or data that may be exchanged, acquired and shared in connection with areas of cooperation within the ambit of this MOU and any other agreements made pursuant to this MOU unless the same is already in the public domain.
2. Both Participants agree that the provisions of this Section will continue to be binding between the Participants notwithstanding the termination of this MOU.

SECTION 11 SETTLEMENT OF DISPUTES

Any dispute or differences arising out of the implementation or application of the provisions of this MOU will be settled amicably through mutual consultations or negotiations between the Participants, without reference to any third party or international tribunal.

SECTION 12 COME INTO EFFECT, DURATION, AND TERMINATION

1. This MOU will come into effect on the date of signature and will remain in effect for a period of five years unless terminated earlier by either Participant by giving six months' notice in writing of its intention to do so.
2. Thereafter, this MOU maybe extended for such further period or periods and upon such terms and conditions as may be agreed in writing by the Participants.
3. Upon its coming into effect, this MOU will replace and supersede the 2008 MOU and 2011 MOU.

4. All programmes and activities under the 2008 MOU and 2011 MOU which have started at the time of coming into effect of this MOU will remain valid until the completion of those programmes and activities.
5. The termination of this MOU will not affect the implementation of any on-going activities and programmes commenced before such termination, unless otherwise agreed by the Participants in writing.

**SECTION 13
REVISION, MODIFICATION, AND AMENDMENT**

1. Either Participant may request in writing a revision, amendment, or modification of all or any parts of this MOU.
2. Any revision, amendment, or modification will be agreed upon by the Participants and will form part of this MOU.
3. Such revision, modification, or amendment will come into effect on such date as may be determined by the Participants.
4. Such revision, modification, or amendment will not prejudice the rights and commitments arising from or based on this MOU before or up to the date of such revision, modification, or amendment.
5. Any notice given by a Participant to the other Participant pursuant to this MOU will be in writing and will be sent to the following:

For ASEAN:
The ASEAN Secretariat
70A Jl. Sisingamangaraja
Jakarta 12110
Indonesia

For OIE:
Director General of the OIE
World Organisation for
Animal Health (OIE)
12 rue de Prony
75017 Paris, France

Attention:
Head of Food, Agriculture
and Forestry Division,
Sectoral Development
Directorate, ASEAN
Economic Community
Department

DONE at Paris, France, this *13th* of *May* in the Year
Two Thousand and Twenty-One, in two original copies in the
English Language.