



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE WORLD ORGANISATION FOR ANIMAL HEALTH

AND

THE SECRETARIAT OF THE CONVENTION ON INTERNATIONAL TRADE IN ENDANGERED SPECIES OF WILD FAUNA AND FLORA

WHEREAS, the World Organisation for Animal Health (hereinafter referred to as WOAHP whose statutory name is *Office International des Epizooties*) 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 Convention on International Trade in Endangered Species of Wild Fauna and Flora (hereinafter referred to as the CITES Secretariat) is an international agreement between governments whose aim is to ensure that international trade in specimens of wild animals and plants does not threaten the survival of the species.

TAKING INTO ACCOUNT that the CITES Secretariat has a pivotal role, fundamental to the Convention, and that its functions, laid down in Article XII of the Convention, include, in particular, playing a coordinating, advisory and servicing role in the working of the Convention;

WHEREAS, both WOAHP and the CITES Secretariat (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 and practices within their own areas of expertise;

WHEREAS, the Parties have extensive experience in animal trade and animal welfare, are able to combine intellectual and technical support, as well as engage in capacity building and technical assistance on those topics;

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

RECOGNISING the need to develop and strengthen their cooperation in order to benefit from complementarities; and

CONSIDERING that, the Parties formalized a basis for cooperation and collaboration on matters of common interest through a Cooperation Agreement signed on 1 December 2015 (the “2015 Cooperation Agreement”);

CONSIDERING that, the 2015 Cooperation Agreement was automatically renewed at the end of the initial term in 2019 and that the Parties now wish to amend the initial Cooperation Agreement to notably update the areas of common interest;

The Parties hereby express their interest in continuing their collaboration and therefore have agreed to enter into this Memorandum of Understanding (hereinafter referred to as the “MoU”), which will amend and supersede the 2015 Cooperation Agreement:

ARTICLE 1

OBJECTIVE AND SCOPE

The objective of this MoU is to establish a revised framework for cooperation between the Parties, within their respective competencies and subject to their respective rules and regulations, to enable the Parties to pursue more effectively their common interests and objectives.

ARTICLE 2

MODALITIES OF COOPERATION

1. **Mutual consultation and cooperation.** When appropriate, WOAAH and the CITES Secretariat agree to exchange views on relevant policy issues within their respective competence and to consult with each other on matters of common interest, such as animal health and welfare standards and guidelines for safe legal international trade and transport of wild animals. This will include the following illustrative, but not limitative, list of topics and activities of mutual interest:

- Safe, traceable and legal international trade of wildlife;
- Identifying zoonotic disease risk associated with CITES activities and CITES listed species;
- Welfare of live wild animals during their transport for the international trade;
- Safe and fast transport of biological samples from wild animals for diagnosis or identification;
- Prevention and control of invasive (non-native) alien animal species; and
- The combating of illegal trade in wildlife.

Other areas of cooperation or activities may be identified and jointly agreed upon by the Parties during the implementation of this MoU.

2. **Exchange of information and documents.** Subject to their respective internal regulations regarding the safeguarding of confidential information, WOAAH and the CITES Secretariat will, as necessary and appropriate, exchange information and documents concerning matters of common interest. Such information that is not in the public domain shall be used by the Parties solely for the purposes of their collaboration. The Parties will also exchange their catalogue of publications to enable each Party to request items relating to its activities published by the other Party. Where appropriate, the Parties will exchange free copies of documents and publications on topics of common or individual interest. The Parties will benefit from the concessionary rates applied to their members or affiliated organisations for orders of publications.

3. **Technical cooperation.** WOAAH and the CITES Secretariat shall, in the interest of their respective activities, seek each other's expertise and observations to optimise the effects of such activities. Should the activities of WOAAH and of the CITES Secretariat in fields of common interest so dictate, either Party may request the cooperation of the other whenever the latter Party is in a position to help develop the former's activities. WOAAH and the CITES Secretariat shall endeavor, insofar as possible and in compliance with their constituent instruments and the decisions of their competent bodies, to respond favorably to such requests for cooperation in accordance with procedures and arrangements to be mutually agreed upon.

4. **Reciprocal representation.** The Parties will extend to each other invitations for participation in all meetings, seminars and conferences during which matters of common interest are to be discussed and where observers are allowed.

ARTICLE 3

IMPLEMENTATION

WOAH and the CITES Secretariat may, if necessary, enter into additional arrangements for the implementation of this MoU.

ARTICLE 4

LEGAL AND 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.
3. The Parties will mutually agree on preparation and issuance of any publications pertaining to joint activities arising from this MoU. If a Party (the "Publishing Party") prepares and issues publications on its own which refers to joint activities involving both Parties, 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 further amendment to the text. The copyright to the publication shall remain 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 who hereby grants to the Publishing Party a worldwide, non-exclusive, sub-licensable, royalty-free license to use such copyright for purposes of publication.
4. The collaboration of the Parties shall be duly acknowledged in any publication resulting from this MoU, unless a Party notifies that it does not wish to be associated with the publication. The wording of the acknowledgement shall be agreed between the Parties.

ARTICLE 5

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 6

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 employees, consultants or sub-contractors, in connection with, or as a result of, the collaborative activities under this MoU and/or any subsequent agreement, unless such loss, accident, damage or injury suffered by one Party results from gross negligence or willful misconduct of the other Party.

ARTICLE 7

PRIVILEGES AND IMMUNITIES

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

ARTICLE 8

GENERAL PROVISIONS

1. This MoU will enter into force upon signature by both Parties.
2. This MoU shall have a four-year term. At the end of this term, this MoU may be renewed in writing by mutual consent of the Parties.
3. This MoU may be amended only by mutual consent expressed in writing.
4. Either Party may also terminate this MoU by giving six months' notice to the other Party in writing.
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.
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.

The Parties agree that this MoU will be concluded electronically via email exchange of scanned 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 Secretary General of the Convention on International Trade in Endangered Species of Wild Fauna and Flora have signed the present MoU in duplicate, in English, on 1 March 2024.

Monique Eloit
Director General
World Organisation for Animal Health (WOAH)

Ivonne Higuero
Secretary General
Convention on International Trade in Endangered
Species of Wild Fauna and Flora (CITES)