

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS FOOD AND AGRICULTURE ORGANIZATION
AND
THE WORLD ORGANISATION FOR ANIMAL HEALTH
AND
THE WORLD HEALTH ORGANIZATION

**REGARDING COOPERATION TO COMBAT HEALTH RISKS AT THE ANIMAL-
HUMAN-ECOSYSTEMS INTERFACE IN THE CONTEXT OF THE "ONE
HEALTH" APPROACH AND INCLUDING ANTIMICROBIAL RESISTANCE**

WHEREAS the Food and Agriculture Organization of the United Nations ("FAO") is the leading organization within the United Nations system in the field of food and agriculture, and has as a major area of focus of its global mandate improving nutrition, increasing agricultural productivity, raising the standard of living in rural populations, and contributing to global economic growth, worldwide;

WHEREAS the World Organisation for Animal Health ("OIE") is the intergovernmental organisation responsible for developing international standards in animal health, veterinary public health, zoonoses and animal welfare, ensuring transparent dissemination of official information on animal health status, and strengthening veterinary services;

WHEREAS the World Health Organization ("WHO") is the directing and co-ordinating authority on international health work and a specialized agency of the United Nations;

RECALLING the importance of collaboration between FAO, OIE and WHO in safeguarding human health and addressing health threats at the animal-human-ecosystems interface;

RECALLING the longstanding cooperation between FAO, OIE and WHO (hereinafter jointly referred to as the "Parties") reinforced through the Tripartite Annual Executive Coordination Meetings;

RECOGNISING the bilateral interagency agreements that exist between FAO and OIE, between OIE and WHO, and between WHO and FAO;

CONSIDERING the growing health threats at the animal-human-ecosystems interface, particularly endemic and epidemic zoonoses as well as antimicrobial resistance (AMR) spreading amongst animal and human pathogens; and

RECALLING the April 2010 Concept Note (Annex 1) setting a strategic direction for the parties to take together and proposing a long term basis for international collaboration aimed

at coordinating global activities to address health risks at the animal-human-ecosystems interfaces, focusing in particular on AMR, rabies and zoonotic influenza;

RECALLING the October 2017 Tripartite's Commitment (Annex 2), by which the Parties reconfirmed their unwavering commitment to address challenges through multi-sectoral collaboration and decided to broaden their cooperation to other topics and activities embracing the "One Health" approach;

RECALLING the recent Action Plans and Strategies developed and adopted by the Parties¹;

RECALLING the UN General Assembly Resolution A/RES/71/3, with which Member States asked the Secretary-General to “establish, in consultation with WHO, FAO and OIE, an ad hoc interagency coordination group, co-chaired by the Executive Office of the Secretary-General and WHO, drawing, where necessary, on expertise from relevant stakeholders, to provide practical guidance for approaches needed to ensure sustained effective global action to address AMR”;

CONSIDERING the numerous activities that have been carried out on AMR by the Tripartite under the AMR Global Action Plan, which will continue to require all three organizations to work together, pooling resources and expertise and securing the necessary mandate and support from our respective memberships, so that we continue to respond to the need for international leadership on this important topic;

WHEREAS the Parties wish to consolidate, develop and harness their cooperation and effectiveness to address the threats at the animal-human-ecosystem interface, particularly AMR, by means of a strengthened “One Health” approach;

THEREFORE, “the Parties”, have reached the following understandings:

Article 1: Interpretation

1. This MoU does not supersede, replace or amend any prior agreements or arrangements between the Parties, including but not limited to the existing bilateral interagency agreements mentioned above;
2. Any Annex to this MoU will be considered an integral part of this MoU. References to this MoU will be construed as including any Annexes, as varied or amended in accordance with the terms of this MoU.
3. Implementation of any projects and programmes pursuant to this MoU, including those involving the transfer of funds between the Parties, will require the execution of appropriate separate legal agreements between the Parties. The terms of such agreements will be subject to the provisions of this MoU.

¹ The 2015 Global Action Plan on Antimicrobial Resistance, adopted by the World Health Assembly; the 2016 OIE Strategy on Antimicrobial Resistance and the Prudent Use of Antimicrobials; the 2016 FAO Action Plan on Antimicrobial Resistance.

Article 2: Purpose

1. The purpose of this MoU is to provide a formal and legal framework for the longstanding collaboration between the Parties to further their shared goals and objectives in regard to the development and implementation of multi-sectoral approaches to complex health challenges at the animal- human- ecosystem interface with particular emphasis on AMR.

The objectives of this MoU will be achieved, *inter alia*, through the Work Plan referred to in article 3, paragraph 2, and through:

1. Supporting the joint secretariat of the Interagency Coordination Group on AMR, established by the political declaration adopted by the United Nations General Assembly in 2016 as well as continuing the coordinated implementation of the AMR Global Action Plan and respective global strategies of the Parties.
2. Reinforcing of national and regional services in human health, animal health and food safety through the assessment of these services.
3. Improving collaboration in foresight, risk assessment, preparedness and response to emerging, reemerging and neglected infectious diseases at the animal-human-ecosystems interface.
4. Addressing food safety challenges requiring a multi-sector approach in the context of reinforcing food security.
5. Adopting a common communication strategy in order to raise awareness and foster coordinated participation in forums of joint interest.
6. Preparing a Voluntary Code of Conduct to reinforce implementation of international standards on responsible and prudent use of antimicrobials

Article 3: Areas of Cooperation

1. Areas of Cooperation are agreed jointly through the cooperation mechanism in this MoU. Policies and priorities under this MoU may be jointly reviewed by the Parties pursuant to Article 4 to allow the Parties to respond to newly emerging issues in the realm of animal-human-ecosystems interface, in the context of the “One Health” approach.

Initial areas of cooperation will include:

- (i) Antimicrobial Resistance.
- (ii) Emerging and endemic zoonotic diseases (including foodborne diseases) and information sharing.
- (iii) Strengthening of health systems.

2. Further areas of cooperation and specific actions will be detailed in a tripartite Work Plan that will be developed, adopted and updated by the Parties during the Tripartite Executive

Coordination Meetings. Within five months from the entry into force of this MoU, the Parties will agree on the first Work Plan for the implementation of this MoU.

Article 4: Organization of the Cooperation

1. The Parties will continue the practice to hold Tripartite Executive Coordination Meetings, to discuss matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative projects and activities, including Tripartite Global Reports. Such meetings will take place at least once every year to:
 - a. Discuss strategic issues related to furthering the objectives of this MoU;
 - b. Review progress of work undertaken by the Parties; and
 - c. Establish specific task forces on dedicated areas of joint interest, as well as identifying focal points in each organization.
2. Further trilateral meetings at desk-to-desk and at expert level within the networks of focal points on each topic area will be pursued through regular Tripartite teleconferences as well as on an ad hoc basis as deemed necessary by the Parties to address matters of common interest for the implementation of activities in specific areas, countries and regions.
3. Notwithstanding the above, the Parties may agree to undertake joint resource mobilisation activities for their collaborative work plan, pursuant to an appropriate agreed joint financing mechanism. With respect to the preliminary and overarching areas of cooperation noted in Article 3 above, joint resource mobilisation for the Tripartite One Health joint financing mechanism will initially focus on the Tripartite AMR work plan.
4. Where one Party is organizing a meeting with external participation at which policy matters related to the aims of this MoU will be discussed, it will, as appropriate, either invite the other Parties to participate in the meeting or update them on relevant policy matters discussed at the meeting.
5. The Tripartite will provide the Secretary-General with a report on the implementation of the UN declaration and on further development and recommendations emanating from IACG.

Article 5: Status of the Parties and their Personnel

1. The Parties acknowledge and agree that they are entities separate and distinct from each other. The employees, personnel, representatives, agents, contractors or affiliates of each Party, including the personnel engaged for carrying out any of the project activities pursuant to this MoU, will not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the other Parties.
2. The Parties may enter into arrangements regarding exchange or secondment of staff in accordance with the "Inter-Organization Agreement concerning Transfer, Secondment or loan of Staff among the Organizations applying the UN Common System of Salaries and Allowances", subject in all cases to each Party's respective rules, regulations and procedures, or under such other arrangements as may be appropriate.

Article 6: Intellectual Property Rights

1. Intellectual property rights, in particular copyright, in material such as information, software and designs, made available by the Parties to be used to carry out activities under this MoU will remain with the originating Party. Appropriate authorizations for use of such

materials by the other Party will be addressed in the agreements concluded accordance with Article 1, paragraph 3 above.

2. All intellectual property rights (including copyright) in materials developed by one of the Parties on its own under this MoU will be vested in that Party, who may publish the work provided that the other Parties have been given the opportunity to comment on the work and any references to the other Parties before publication, which comments will be given due consideration by the publishing Party.

3. All intellectual property rights (including copyright) in materials developed jointly by the Parties under this MoU, including but not limited to reports, publications, information products, software and designs, will be jointly owned by the Parties, including, without any limitations, the right to use, reproduce, publish, translate, sell or distribute, privately or publicly, any item or part thereof for non-commercial purposes.

Article 7: Publications

1. Any publications, reports, tools and other information products jointly developed by the Parties under the auspices of this MoU will be considered to be “Tripartite Works” within the meaning of the Co-publishing Agreement concluded between the OIE, FAO and WHO on 20 December 2017 (the “Co-publishing Agreement”). As such, the provisions of the Co-publishing Agreement will apply.

2. The collaboration of the Parties will be duly acknowledged in any publication resulting from activities implemented under this MoU. The wording of the acknowledgement will be agreed between the Parties.

3. No publication or other work resulting from activities implemented under this MoU will contain commercial advertising or be used for the promotion of any commercial product or service.

Article 8: Confidentiality

It is acknowledged that any Party may possess confidential information, which is proprietary to it or to third parties collaborating with it. Any such information shall only be shared between the Parties under a separate confidential disclosure agreement, specifically covering such information.

Article 9: Use of Name and Logo

The Parties agree, in any press release, memo, report, or other published disclosure related to this MoU, not to refer to the other Parties' names without the prior written consent of the Party concerned. A Party may not use the logo of any other Party unless that Party has given its prior approval in writing.

Article 10: Privileges and Immunities

Nothing in this MoU or in any document or arrangement relating thereto, including any subsequent exchange of letters of agreement concerning specific collaborative activities, will be construed as constituting a waiver of privileges or immunities of any of the Parties under national or international law or as extending any privileges or immunities of any Party to the other Parties or their personnel, and/or as /or as submitting the Parties to any national court jurisdiction.

Article 11: Responsibility

Each Party will be solely responsible for the manner in which it carries out its part of the collaborative activities under this MoU and/or any subsequent exchange of letters or agreement. Thus, no Party will be responsible for any loss, accident, damage or injury suffered or caused by any other Party, or their staff or sub-contractors, in connection with, or as a result of, the collaboration under this MoU and/or any subsequent exchange of letters or agreement. Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MoU.

Article 12: Settlement of disputes

Any dispute between the Parties concerning the interpretation and execution of this MoU, or any document or arrangement relating thereto, including any subsequent exchange of letters of agreement concerning specific collaborative activities, will be settled by negotiation among the Parties. Any differences that may not be so settled will be brought to the attention of the Executive Heads of the Organizations for final resolution.

Article 13: Contacts for correspondence

All correspondence regarding the implementation of this MoU, including notifications made pursuant to this MoU, will be addressed to:

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| For FAO: | Maria Helena Semedo Deputy Director General Viale delle Terme di Caracalla 00153 Rome, Italy DDN-AG@fao.org +39 0657052060 |
| For OIE: | Matthew Stone Deputy Director General International Standards and Science 12 Rue de Prony, Paris 75017, FRANCE m.stone@oie.int +33 779 71 5583 |
| For WHO: | Ranieri Guerra Assistant Director General, Strategic Initiatives 20 Avenue Appia 1211 Geneva 27, SWITZERLAND guerrar@who.int +41 79 239 0036 |

Article 14: Notification and Amendments

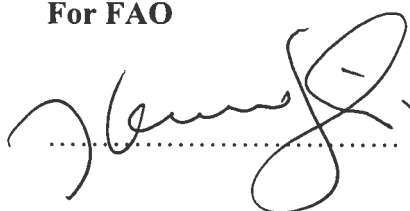
1. Each Party will promptly notify the others in writing of any anticipated or actual material changes that will affect the implementation of this MoU.
2. This MoU may be amended by mutual consent of the Parties in writing at any time at the request of any Party. Such amendments will enter into force one month following notifications of consent by each Party to the requested amendments or on a date otherwise agreed in writing for the amendment to enter into force.

Article 15: Entry into Force, Renewal, and Withdrawal

1. This MoU will be signed by the duly authorized representatives of the Parties and will enter into force on the date of the receipt of the last such signature. It will remain in force for a period of five (5) years.
2. Subject to satisfactory past implementation, this MoU may be renewed for a further term by written agreement between the Parties.
3. Any Party may withdraw from this MoU by giving three months' prior written notice to the other Parties. The rights and obligations of the withdrawing Party defined under any other legal instrument executed pursuant to the MoU will cease to be effective.
4. Notwithstanding the foregoing, any termination of or withdrawal from this MoU will be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination or of its withdrawal under this MoU or any legal instrument executed pursuant to this MoU.
5. The obligations under Articles 6, 7, 8, 9, 11 and 12 do not lapse upon termination of this MoU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

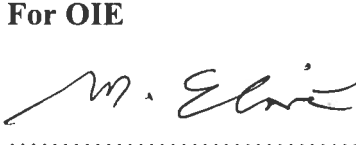
For FAO



José Graziano da Silva
Director-General

Date 30 May 2018

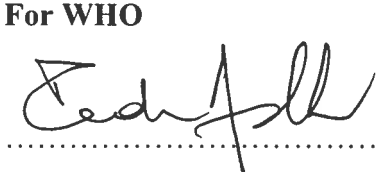
For OIE



Monique Eloit
Director-General

Date: 30 May 2018

For WHO



Tedros Adhanom Ghebreyesus
Director-General

Date: 30 May 2018

Annex 1. 2010 Tripartite concept note

Annex 2. Tripartite Strategic Commitment document, October 2017, with cover letter signed by the three Directors General.

