



## **COOPERATION AGREEMENT**

**between**

**The SECRETARIAT of the CONVENTION on INTERNATIONAL TRADE  
in ENDANGERED SPECIES of WILD FAUNA and FLORA (CITES Secretariat)**

**and**

**The WORLD ORGANISATION for ANIMAL HEALTH (OIE)**

The Secretariat of the Convention on International Trade in Endangered Species of Wild Fauna and Flora (hereinafter referred to as the CITES Secretariat), having its Office at: International Environment House, chemin des Anémones, CH-1219 Châtelaine, Geneva - Switzerland, Represented by Mr. John E. SCANLON, CITES Secretary-General,

and

The World Organisation for Animal Health (hereinafter referred to as the OIE), having its Headquarters at 12, rue de Prony; 75017 Paris – France, Represented by Dr Bernard VALLAT, Director General.

The CITES Secretariat and the OIE are hereinafter designated as “the party” or “the parties”, as appropriate.

### **PREAMBLE**

*Recalling* that the objectives of the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) are to conserve biodiversity and contribute to its sustainable use by ensuring that no species of wild fauna and flora becomes or remains subject to unsustainable exploitation through international trade, that specimens pass through any formalities required for trade with a minimum of delay and that living specimens are so prepared and shipped as to minimize the risk of injury, damage to health or cruel treatment;

*Recognising* that, according to the preamble of the Convention, international cooperation is essential for the protection of certain species of wild fauna and flora against over-exploitation through international trade;

*Further recalling* that Objective 3.3 of the CITES Strategic Vision: 2008-2020, adopted at the 16th meeting of the Conference of the Parties to CITES (Bangkok, 2013), provides that cooperation with relevant international environmental, trade and development organizations is enhanced;

*Noting* that Resolution Conf. 10.21 (Rev. CoP16) on *Transport of live specimens* of the Conference of the Parties to CITES recommends that a relationship with the World Animal Health Organisation (OIE) be developed and that Part XII of Resolution Conf. 12.3 (Rev. CoP16) on *Permits and certificates* provides guidance on the use of simplified procedures to issue permits and certificates for *inter alia* biological samples;

*Recognising* that the mandate of the OIE is to improve animal health including zoonoses, veterinary public health and animal welfare worldwide, that the OIE is responsible for transparency of the global animal disease situation, and that the OIE is recognized by the World Trade Organization as a reference organization for international standards concerning the sanitary safety of international trade of animals and products of animal origin;

*Recognising* that the OIE's 6th strategic plan (2016-2020) identifies as a major consideration, the importance of influencing policy design, education, research and governance on worldwide issues, which include the protection of endangered animal species and the concern regarding the biodiversity loss, and recognizing that the OIE is mandated by its Member Countries to deal with all health problems relating to wild animals, whether in the wild or in captivity;

*Recognising* accordingly the need for cooperation between the OIE and the CITES Secretariat within the fields of their competence;

The parties have concluded the following Cooperation Agreement (the "Agreement"):

#### **Article 1: Scope of the Agreement**

The aim of the Agreement is to establish a framework for cooperation between the parties in fields of mutual interest, according to the respective mandates of the parties, and to their respective rules and regulations. Such fields include but are not limited to the animal health and welfare standards for safe legal international trade in and transport of wild animals, especially endangered species included in CITES Appendix I, animal health and welfare standards for the killing of wild animals for subsequent international trade, safe and fast transport of biological samples from these animals for diagnosis or identification, prevention and control of invasive alien species and the combating of illegal trade in wildlife.

In particular, the parties agree to collaborate on activities that will make a direct contribution to the achievement of their respective Strategic Plans. Such activities include:

- (a) developing and disseminating relevant standards, guidelines and recommendations;
- (b) supporting capacity-building activities, and
- (c) facilitating collaboration with the OIE Code Commissions, OIE Working Group on Wildlife Diseases, the OIE Working Group on Animal Welfare, the OIE Reference Laboratories and Collaborating Centres, the CITES Animals Committee and the CITES Standing Committee as appropriate.

Each party may provide technical assistance to the other party or that party's members, in accordance with each party's internal rules and technical competence.

The parties will use their best efforts to hold bilateral meetings at least once a year on matters of common interest, in accordance with an agenda agreed in advance by the parties, for the purpose of developing the cooperation. The parties may hold additional meetings at the technical level to address priority matters of common interest for the implementation of activities in specific areas, countries and regions.

#### **Article 2: Exchange of information by the parties**

The parties undertake to keep each other informed of their respective work programs and activities relevant to the fields of animal health and welfare, and international trade of wild animal species that could be of mutual interest.

The parties agree to exchange information and publications relevant to the fields of animal health and welfare, and international trade of wild animal species that could be of mutual interest.

#### **Article 3: Attendance at meetings**

Each party will invite the other to attend, as an observer, meetings of the party's supreme governing body - that is, the annual General Session of the World Assembly of the OIE Delegates and the meetings of the Conference of the Parties to CITES. The conditions of such attendance will be in accordance with each party's internal rules.

Each party will invite the other to attend other meetings relevant to this Agreement and will make the reports of such meetings and other relevant information available to the other party, according to the internal rules of the parties.

#### **Article 4: Cooperation activities**

The parties may undertake cooperation activities, such as:

- (a) promotion of the use of international standards relevant to the mandates of the parties;
- (b) dissemination of relevant information to the members of the parties; and
- (c) organisation of workshops, meetings or seminars on topics of mutual interest.

The parties may, if necessary, enter into additional arrangements to specify joint activities or work programmes, subject to the internal rules of each party.

#### **Article 5: Intellectual property rights**

Nothing in this Agreement shall be construed as granting or implying rights to, or interest in, intellectual property of the other party.

In the event that the parties foresee that intellectual property that can be protected shall be created in relation to any project, programme, or activity to be carried out under this Agreement, they shall consult and agree in writing on the ownership and use of such intellectual property.

#### **Article 6: Use of name and logo**

Neither party shall use the name, emblem or trademarks of the other party, or any abbreviation thereof, in connection with its activities or for public dissemination without the prior written approval of the other party.

## Article 7: Duration of the Agreement

This Agreement shall enter into effect on the date of signature by both parties. This Agreement shall have an initial four-year term (the "Initial Term"). At the end of the Initial Term, this Agreement shall be automatically renewed on such date for an additional four-year term and on each successive anniversary date hereof until the next successive anniversary date ("Renewal Date") unless either of the parties provides written notice to the other party of its intention not to renew this Agreement at least 90 days prior to (i) the end of the Initial Term, or (ii) a Renewal Date.

Either party may terminate this Agreement at any time by giving the other party three months written notice of its intention to terminate the Agreement.

## Article 8: Amendment of the Agreement

This Agreement represents the complete understanding between the parties and supersedes all prior communications and representations, whether oral or written, concerning the subject matter of this Agreement.

Either party may propose amendments to this Agreement by giving the other party written notification. Agreement on proposed amendments to this Agreement shall be reached through an exchange of letters signed by authorised representatives of each party.

## Article 9: Privileges and Immunities

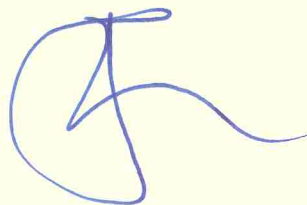
Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the parties.

## Article 10: Dispute Resolution

Any dispute arising out of the interpretation or implementation of the provisions of this Agreement shall be settled amicably through consultation or negotiation between the parties.

**In witness whereof**, the Secretary-General of CITES and the Director General of the OIE have signed the present Cooperation Agreement, in two English original copies on 1 December 2015.

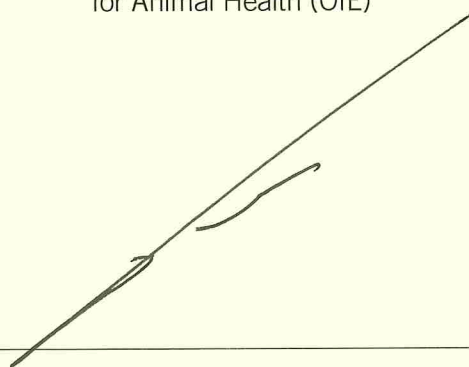
For the Secretariat of the Convention on  
International Trade in Endangered Species of  
Wild Fauna and Flora (CITES)



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John E. Scanlon  
Secretary-General

For the World Organisation  
for Animal Health (OIE)



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Bernard Vallat  
Director General