



Memorandum of Understanding



MULTI LATERAL MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA

AND

THE REPUBLIC OF KENYA

AND

THE REPUBLIC OF SOUTH SUDAN

AND

THE REPUBLIC OF UGANDA

ON

CROSS-BORDER ANIMAL HEALTH COORDINATION



Memorandum of Understanding



ACRONYMS

AU-IBAR	African Union Inter-African Bureau for Animal Resources
ACTED	Agency for Technical Cooperation and Development
CAADP	Comprehensive Africa Agriculture Development Plan
DVO	District Veterinary Officer
EAC	East African Community
FAO	Food and Agriculture Organization
IGAD	Intergovernmental Authority on Development
JPCMU	Joint Programme Coordination and Management Unit
JPSC	Joint Programme Steering Committee
MoU	Memorandum of Understanding
MTT	Multidisciplinary Technical Team
SOP	Standard Operating Procedures
TADs	Transboundary Animal Diseases
VSF-Belgium	Veterinaries Sans Frontiers-Belgium



Memorandum of Understanding



BENEFICIARIES

The main beneficiaries to this MoU include livestock owners and communities in targeted Border States and regional states of the countries, and transhumance and sedentary farmers. Considering that the implementation of anticipated veterinary border control measures prevents the incursion of trans-boundary animal diseases, or at least facilitates their early detection, it can be concluded that a much larger population of livestock owners and private sector actors, such as livestock traders, veterinary drug traders, meat consumers and the general civil society could benefit from the expected outcomes of the MoU. All in all, actors along the entire meat and livestock value-chain are beneficiaries to the MoU.

DEFINITIONS

This agreement unless the context otherwise requires-“Participating Countries” means Ethiopia, Kenya, South Sudan and Uganda;

“Joint Programme” means synchronized animal health legislation and policy enforcement interventions undertaken by the participating countries within the context of this memorandum of understanding;

“Joint Programme area” is the target area along the Ethiopia, Kenya, South Sudan and Uganda border as illustrated on the map, herein attached;

“Depositary” means the custodian; and

“Partners” means animal health service providers and promoters

BACKGROUND

The communities living along the Ethiopia, Kenya, South Sudan and Uganda border and having similar livelihoods include Dasenech and Ngangatom of Ethiopia, in the Pokot and Turkana of Kenya,



Memorandum of Understanding



Karamojong of Uganda and Toposa of Eastern Equatoria region of South Sudan. Livestock productions systems of the areas is mainly pastoral which is characterised by frequent cross border movements while sharing common resources and marketing of livestock and livestock products that are central to their livelihoods. Despite these common features there has been limited coordination in animal health by the respective countries and other animal health service providers such as NGO's and CBOs. Consequently, frequent outbreaks of Transboundary Animal Diseases (TADs), zoonoses, and other priority diseases are obstacles of the livestock production of the area. Hence, building on previous initiatives by AU-IBAR, IGAD, EAC, FAO, VSF-Belgium and Germany, Institute for International Cooperation and Development, Lutheran World Federation, Practical Action, Oxfam and community-own initiatives, the Agency for Technical Cooperation and Development (ACTED); IGAD /ICPALD has recently taken the next step in the coordination by facilitating the process of developing this joint Memorandum of Understanding (MoU).

This MoU is a product of a series of meetings between the respective Government lead actors and the Development implementing Partners working specifically along the Ethiopia, Kenya, South Sudan and Uganda border. Following the Kenya -Uganda bilateral agreement, South Sudan joined the cross border collaboration at Moroto/Uganda cross border meeting in June 16-18; 2015 and then Ethiopia also requested officially in August 2016 to join in the Karamoja cluster. The collaboration builds on the provisions of the IGAD agreement and the EAC treaty and operationalizes the livestock policies of AU-IBAR, IGAD, EAC, and the individual country's national policy frameworks.

PREAMBLE

The Federal Democratic Republic of Ethiopia, represented by the Ministry of Livestock and Fisheries, The Republic of Kenya, represented by Ministry of Agriculture, Livestock and Fisheries, The Republic of South Sudan, Represented by Ministry of Livestock and Fisheries Industry and Republic of Uganda,



Memorandum of Understanding



represented by Ministry of Agriculture, Animal Industry and Fisheries (hereinafter referred to as “Participating Countries”).

Considering the need for the Ministry of Livestock and Fisheries of Ethiopia together with the Ministry of Agriculture, Livestock and Fisheries of Kenya, the Ministry of Livestock and Fisheries Industry of South Sudan and the Ministry of Agriculture, Animal Industry and Fisheries of Uganda to agree to operationalize the animal health cross-border coordination taking cognisance of existing AU-IBAR, IGAD and EAC animal health and policy frameworks.

Realising the need to engage and unite efforts aimed at enforcing the existing animal health laws and policies between the participating countries;

Recognising the necessity of establishing a sustainable legal and institutional framework for inter-state co-operation in achieving the objective of the Standard Operating Procedures (SOPs) for animal health within the areas of co-operation, in an undertaking that is here in after referred to as the “Joint programme”;

Have committed themselves to formulate and implement synchronized Joint Programmes for the enforcement of animal health laws and policies within the region and across the common boundary of the four countries and in pursuit of this common objective, agreed as follows:

ARTICLE 1: OBJECTIVE OF THE AGREEMENT AND THE GEOGRAPHICAL SCOPE

- (a) The objective of the present agreement is to formally establish the agreed animal health framework and modalities of cooperation, delineate protocols and methods of work and describe the arrangements and related procedures for the joint planning, management and execution of the Joint Programme by the Participating Countries;
- (b) The present agreement applies to the areas, as shown in the map of the participating countries (Appendix 1), merged so as to be managed as one single programme area;



Memorandum of Understanding



ARTICLE 2: CONCEPT OF THE PROGRAMME

- (a) The Participating Countries shall establish and operationalize cross border animal health coordination mechanisms and system along the targeted area;
- (b) Cooperate in the synchronization of planning, execution and management of the activities of the Joint Programme aimed at maintaining and enforcing animal health policy and legal framework within the targeted area;
- (c) The funds intended to cover the cost of implementation of the Joint Programme will be sourced from the Governments of the participating countries, and /or obtained through multilateral support arrangements between the affected participating countries singly or in partnership with respective stakeholders; and
- (d) Payments for the obligations incurred during the implementation of the agreed activities may be made by the participating countries directly to the parties contracted to deliver services or materials to the programmes or effected by disbursing through the respective country's programme coordination unit.

ARTICLE 3: STRATEGIC ACTION PLANS

The participating countries shall:

- (a) Collaborate in the preparation and implementation of strategic action plans to be effected according to the measures and objectives set out in this agreement;
- (b) Ensure that the strategic action plans include specific strategies and activities aimed at achieving the objectives; specific measures to be taken by the participating countries; and details of the means to be used to implement the programme objectives;



Memorandum of Understanding



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- (c) Monitor, evaluate and report the effectiveness and impact of the strategic action plans and shall revise it from time to time as necessary to ensure efficiency and focused engagement; and
 - (d) Ensure that the measures contained in the strategic action plans are harmonized with or integrated into relevant international, regional, and national policies and strategies.

ARTICLE 4: FINALISATION OF THE JOINT PROGRAMME DOCUMENT

- (a) A multi-disciplinary technical team (MTT) (herein after known as the Joint Programme Development Team) comprising of 5 officers or Experts from the participating countries, supported by a consultant, will be responsible for drawing up a Joint Programme Document. The finalisation of the Joint Programme Document shall be coordinated by the technical arm of the Governments, with the support of IGAD, EAC, AU-IBAR, and Development Partners;
- (b) In the execution of their task of finalising the Joint Programme Document, the programme development team shall be guided by the Terms of Reference developed jointly by the participating countries supported by international, continental and regional agencies/partners.

ARTICLE 5: THE JOINT PROGRAMME STEERING COMMITTEE

- (a) There shall be a Joint Programme Steering Committee (JPSC) to guide, oversee and regulate activities of the Joint Programme;
- (b) The JPSC shall comprise of the Directors in charge of Veterinary Services/Animal Resources, one senior technical officer in charge of disease control, one representative from local government from each Participating Country, and the chair of the JPMCU (defined below) who shall be the Secretary. Representatives of AU-IBAR, IGAD, EAC, FAO, and a Civil Society representative will act as ex-officio (non-voting) members;
- (c) The Chair of the JPSC shall be on a rotational basis between the Directors in charge of Veterinary Services/Animal Resources;



Memorandum of Understanding



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- (d) Ordinary meetings of the JPSC shall be held in rotation at least twice yearly or as otherwise dictated by the demands of the programme and approved by the JPSC; being convened and held at the dates provided that a notice of at least 4 weeks will have been given;
 - (e) The JPSC shall adopt rules of procedure for their meetings and approve the financial and administrative rules of the Joint Programme;
 - (f) The JPSC shall approve the work plan, monitoring and evaluation processes;
 - (g) Decision making shall be reached by consensus. In the event of disagreement, a decision will be reached by voting. Each voting member carries one vote.

ARTICLE 6: JOINT PROGRAMME COORDINATION AND MANAGEMENT UNIT

- (a) The participating countries and partners hereby agree to establish Joint Programme Coordination and Management Unit (JPCMU), herein after refer to as the “JPCMU”. The JPCMU will operate within their Terms of Reference and be answerable to the JPSC.
- (b) The JPCMU will be comprised of the DVOs/State Veterinarians of the target areas, two representatives from local government from each Participating Country, the National Focal Persons for the programme (who shall be nominated by the Director of disease prevention and control directorate of Ethiopia, the Director of Veterinary Services of Kenya, Director of Veterinary Services of South Sudan and the Director of Animal Resources of Uganda), and a representative from Civil Society;
- (c) The chairmanship of the JPCMU will rotate between countries and shall be elected by the committee who shall meet quarterly;
- (d) The resources of the JPCMU shall be managed in accordance to guidelines set by the JPSC;
- (e) The JPCMU will undertake the monitoring and evaluation responsibilities of the Joint Programme as approved by the JPSC;
- (f) The participating countries shall, following receipt of the programme documents, create a joint financial mobilisation strategy that endeavours to source funding for countries.



Memorandum of Understanding



ARTICLE 7: JOINT ACQUISITION, ACCESS AND DISPOSAL OF ASSETS

Assets acquired jointly, during the execution of the Joint Programme, will be shared at the completion of the programme as directed by the JPSC.

ARTICLE 8: RELATIONSHIP WITH NATIONAL LAWS AND INTERNATIONAL AGREEMENTS

This MoU shall not affect the right of any Participating Country to adopt national, bilateral, or multilateral measures and/or Agreements that are more stringent than those of this Agreement provided they are compatible with this Agreement.

ARTICLE 9: EMERGENCIES AND OTHER UNFORESEEN EVENTS

In the event of an emergency or an unforeseen event within the territory of a Participating Country that causes or is likely to cause an adverse impact on the implementation of the Joint Programme, the JPCMU should make a joint assessment and analysis and provide a recommendation to the JPSC to solve the problem.

ARTICLE 10: EXCHANGE OF INFORMATION

- a) The participating countries shall exchange data and information concerning animal health legislation, policies and animal disease outbreak and lessons within the framework of the Joint Programme and the implementation of this MoU;
- b) The MoU shall not affect the rights or obligations of the participating countries established in accordance with their domestic laws, regulations, administrative provisions or accepted legal practices and international agreements to protect information relating to personal data, intellectual property rights, including confidential industrial, commercial information, or national security;



Memorandum of Understanding



- c) Any Participating Country that receives industrial or commercial information or other confidential information in the course of the exchange of information required under this MoU shall respect the confidentiality of the information received.

ARTICLE 11: SETTLEMENT OF DISPUTES

- a) In the event of a dispute between participating countries concerning the interpretation or implementation of this MoU, the JPCMU shall notify the JPSC of the existence and nature of the dispute;
- b) The JPSC shall seek a solution through negotiation; if the participating countries cannot settle the dispute through negotiation they shall invite a regional mediator (IGAD, EAC) to seek solutions amicably.

ARTICLE 12: AMENDMENTS

- a) Any Participating Country or partners may propose amendments to this MoU;
- b) The Participating Countries shall reach consensus on any proposed amendment to this MoU;
- c) Amendments to this MoU shall be adopted by the JPSC;
- d) Amendments to this MoU shall enter into force upon signature by the parties.

ARTICLE 13: ENTRY INTO FORCE

This MoU shall enter into force upon signature by the participating countries.

ARTICLE 14: TERMINATION

The MoU shall remain in force until a request is made by a Participating Country for its termination, with a notice of three (3) months provided.

ARTICLE 15: DEPOSITORY



Memorandum of Understanding



The Executive Secretary of IGAD shall assume the functions of Depository of this Agreement. One original copy of this Agreement shall be provided to the Depository, and copies provided to EAC and AU-IBAR.

IN WITNESS WHEREOF the undersigned being duly authorized representatives of their Government in the respective participating countries, whose names appear hereunder have signed this Agreement in English.

DONE on _____ day of _____ 2016

DEMOCRATIC REPUBLIC OF ETHIOPIA Minister for Livestock and Fisheries

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REPUBLIC OF KENYA Cabinet Secretary for Agriculture, Livestock and Fisheries



Memorandum of Understanding



REPUBLIC OF SOUTH SUDAN

Minister of Livestock and Fisheries Industry

REPUBLIC OF UGANDA

Minister of Agriculture, Animal Industry and Fisheries

Witnesses

Executive Secretary IGAD



Memorandum of Understanding



Policy framework that supports this MoU

- Article 8 of EAC Treaty
- The EAC Regional Strategy for the Control of Transboundary Animal Diseases
- Agreement establishing IGAD 13 A (C)
- AU Pastoral Policy Framework, Strategy 2.2: *Policy support to mobility within and between countries*
- Article 1 of Regional Policy Framework on Animal Health in the context of trade and vulnerability in the member states of IGAD
- Animal Disease Act of 2000 in Uganda
- Animal Diseases Act (CAP 364) in Kenya
- Proclamation No. 267/2002 Disease Prevention and Control Proclamation in Ethiopia
- National Policy for Disaster Preparedness and Management (Uganda) Section 5.5
- OIE, Terrestrial Animal Health Code
- AU-IBAR Mandate within the CAADP framework

1. Principles of this MoU

- Mutual respect, understanding, and recognition.
- Legitimacy of purpose for which resources are allocated
- Mutual transparency and accountability
- Flexibility and local adjustment
- Maintaining equity amongst partners
- Strategic perspective



Memorandum of Understanding



2. Areas of collaboration

- Harmonized surveillance
- Developing or strengthen animal health information system
- Harmonized vaccinations and treatments
- Timely disease reporting and information exchange
- Mapping of stock routes and natural resources
- Management of livestock movements through implementing livestock identification and traceability system
- Awareness creation on animal health issues among communities

3. Institutional arrangements

- Veterinary service and feed quality control sector in Ethiopia, the Department of Veterinary Services-Kenya and the Department of Animal Health and Entomology in Uganda, south Sudan shall be the principal actors in the cross border coordination.
- The operationalization of this MoU shall be undertaken by the veterinary authorities in the designated areas in the MoU in collaboration with the partners in the animal health sectors.
- This operationalization shall be coordinated by a committee comprising of personnel from Ethiopia, Kenya, Uganda and South Sudan and will be guided by committee Terms of Reference, which is an integral part of this MoU;
- The committee shall be supervised by the respective administrative set ups.

4. Finance

Both parties, animal health service providers, and other stakeholders shall endeavour to raise and coordinate the utilization of resources in the implementation of cross-border animal health activities.



Memorandum of Understanding



The obligations under this MoU are subject to availability of financial and other resources.

5. Monitoring and Evaluation

Monitoring, evaluation, and reporting framework shall be defined in the committee ToR; however a bi-annual self-monitoring exercise will be conducted

6. Code of Ethics

We agree to observe and hold each other accountable in accordance to the respective national and regional policies and legal frame works and adhere to the following values.

- Non discrimination
- Religious and political neutrality
- Freedom from fraud, negligence and any other forms of corruption
- Transparency and accountability

9. Intellectual Property Rights, Authorship, & Confidentiality

This agreement does not permit the use of copyright materials (including logos) or the dissemination of confidential information to any third party without the permission of the **parties** concerned.

The **parties**, however, agree to co-own research, papers, reports and publications produced under this partnership and acknowledge their respective contributions.



Memorandum of Understanding



Annex 1 – Map of Target Area of the Memorandum of Understanding

