

RENEWAL
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORLD ORGANISATION FOR ANIMAL HEALTH
AND
THE GLOBAL ALLIANCE OF PET FOOD ASSOCIATIONS

WHEREAS, the World Organisation for Animal Health (hereinafter referred to as 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;

WHEREAS, the Global Alliance of Pet Food Associations is a non-profit association established in Belgium in 2014 whose mission is to support the health and wellbeing of dogs and cats and to promote the benefits of living with them, by providing a forum to address industry consensus on key issues of mutual interest (hereinafter referred to as "GAPFA");

WHEREAS, both the OIE and GAPFA (hereinafter referred to collectively as the "Parties" and individually as a "Party") have accumulated a breadth of experience in various contexts, and have developed significant know-how within their own areas of expertise;

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 while avoiding unnecessary duplication and overlapping; and

CONSIDERING THAT, the Parties wish to formalise a basis on which they will continue to explore the opportunities for cooperation and collaboration on matters of common interest, and to render their respective activities more effective based on a Memorandum of Understanding dated 6 October 2017 (the "2017 MoU"), which is due to expire on 5 October 2021;

NOW THEREFORE, the Parties have agreed to enter into this renewed Memorandum of Understanding (hereinafter referred to as the "MoU"), which cancels and replaces the 2017 MoU:

ARTICLE 1

MODALITIES OF COOPERATION

1. *Mutual consultation and cooperation.* When appropriate, the OIE and GAPFA shall exchange views where their respective mandates and activities may be of mutual interest, including but not limited to the field of international standards and recommendations relevant to pets and pet food.

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, the OIE and GAPFA will, as necessary and appropriate, exchange information and documents concerning matters of common interest. Such information 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. The Parties will benefit from the concessionary rates applied to their members or affiliated organisations for orders of publications.

3. *Technical cooperation.* The OIE and GAPFA 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 the OIE and of GAPFA 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. The OIE and GAPFA 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 2

IMPLEMENTATION

The OIE and GAPFA may, if necessary, enter into additional arrangements for the implementation of this MoU.

ARTICLE 3

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 4

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 5

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 6

GENERAL PROVISIONS

1. This MoU will enter into force on 5 October 2021.
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 by mutual consent expressed in writing.
4. Either Party may also terminate this MoU by giving six months' notice to the other Party.
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.

IN WITNESS WHEREOF, the Director General of the World Organisation for Animal Health and the President of GAPFA have signed the present MoU in duplicate, in English, on 22/12/2021



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



Robert Kaczmarek
President
The Global Alliance of Pet Food
Associations (GAPFA)