

2-2-15

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE WORLD SOCIETY FOR THE PROTECTION OF ANIMALS**  
**AND**  
**THE PAN AMERICAN HEALTH ORGANIZATION/  
WORLD HEALTH ORGANIZATION**

This Memorandum of Understanding ("MOU") is entered into by the World Society for the Protection of Animals ("WSPA") and the Pan American Health Organization/World Health Organization ("PAHO/WHO"), hereafter referred to as the Parties.

**WHEREAS:**

PAHO/WHO is an international public health organization with more than 100 years of experience in working to improve health and living standards of the countries of the Americas. It serves as the specialized organization for health of the Inter-American System. As the Regional Office of the World Health Organization, PAHO/WHO enjoys international recognition as a specialized agency of the United Nations. The fundamental purpose of PAHO/WHO is to promote and coordinate efforts of the countries of the Western Hemisphere to combat disease, lengthen life, and promote the physical and mental health of the people.

The World Society for the Protection of Animals (WSPA) is the world's largest network for animal welfare. With consultative status at both the United Nations and the Council of Europe, WSPA is the world's largest federation of animal welfare societies, with 13 offices and hundreds of thousands of supporters worldwide. It brings together over 840 member societies in 150 countries and a whole community of individuals around the world who care about animal welfare.

WSPA's animal welfare programmes include a mix of direct fieldwork, campaigning, education and training, and member society development. WSPA's work regarding companion animals is focused mainly in promoting responsible pet ownership, humane stray management, and preventing cruelty. WSPA provides support, coordination and leadership to engage the power of the collective international community to tackle global animal welfare problems that no single society can address alone – creating relentless international momentum for positive change.

PAHO/WHO and WSPA share objectives in the area of stray animal management and promotion of human and animal health and welfare, and environmental protection.

PAHO/WHO and WSPA have begun coordinating several activities in areas of common interest, particularly in the field of zoonotic diseases and animal population control.



**THEREFORE:**

WSPA and PAHO/WHO, through the present MOU, outline their plan for cooperative activities to promote human and animal health and welfare through ethical, humanitarian and environmentally sensitive practices of prevention of zoonotic diseases and animal population management.

The Parties agree to the following:

**ARTICLE ONE: PURPOSE**

The purpose is to establish the terms and conditions under which the Parties will collaborate in their efforts to promote animal welfare, domestic animal population management and zoonotic disease surveillance, prevention, control and eradication.

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**ARTICLE TWO: AREAS OF COOPERATION**

The areas of cooperation will include: animal welfare; humane zoonotic disease surveillance, prevention, control and eradication; and domestic animal population management. The following provide more specific examples of possible PAHO/WHO – WSPA cooperative activities:

- The production and dissemination of guidance notes. PAHO/WHO and WSPA combining their expertise in zoonoses, animal welfare, domestic animal population management and responsible pet ownership education.
  - Joint technical cooperation for the development of key policies relating to animal welfare, zoonotic disease control, domestic animal population management and responsible ownership.
  - PAHO/WHO and WSPA sharing access to, or uniting, their spheres of influence to promote animal welfare, humane domestic animal population and zoonoses control and responsible ownership education.
  - PAHO/WHO and WSPA co-organizing conferences to bring together experts and officials in zoonotic disease control, domestic animal population management and responsible ownership, for discussion and information sharing.
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**ARTICLE THREE: EXECUTION OF SPECIFIC PROJECTS**

For the execution of specific projects, the Parties shall sign an Implementing Arrangement in addition to this MOU. Each Implementing Arrangement shall include, but not be limited to: the

scope of work contemplated (including the aims and a schedule of activities for each Party), the point of contact for project administration and the reporting requirement and budget, including appropriate costs.

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#### **ARTICLE FOUR: COMMITMENTS OF THE PARTIES**

- Commitments of PAHO/WHO:

PAHO/WHO, in accordance with its rules and regulations and subject to the availability of resources, will provide technical cooperation through facilities and specialized, expert services, as required in furtherance of each Implementing Arrangement.

- Commitments of WSPA:

WSPA, in accordance with its rules and regulations and subject to the availability of funds, will provide technical cooperation through facilities and specialized, expert services, as required in furtherance of each Implementing Arrangement.

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#### **ARTICLE FIVE: FOCAL POINTS**

The following officials shall be the focal points for coordinating implementation of activities under the MOU:

- For PAHO/WHO: The Chief of Veterinary Public Health Unit: Dr. Albino Belotto, or his designee.
  - For WSPA: The Director General of WSPA, Major General Peter Davies, or his designee.
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#### **ARTICLE SIX: PERSONNEL**

Any personnel employed by the Parties shall remain subject to the rules and regulations of their respective institutions in all matters of employment, medical and life insurance and employee rights benefits. Nothing contained in this MOU shall be deemed to constitute or create any employer/employee relationship between WSPA or its personnel and PAHO/WHO or its personnel.

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#### **ARTICLE SEVEN: INFORMATION AND PUBLICATIONS**

The Parties can make the information derived from cooperation under this MOU available to the domestic and international community through whatever means they agree upon.

The Parties shall approve any publication related to the activities carried out under this MOU prior to their release and distribution.

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**ARTICLE EIGHT: USE OF PAHO/WHO or WSPA LOGO**

WSPA or its agencies shall not use the name, emblem or official seal of PAHO/WHO for any purpose other than as expressly authorized in writing by PAHO/WHO. Equally, PAHO/WHO shall not use the name, emblem or official seal of WSPA or its agencies for any purpose other than as expressly authorized in writing by WSPA.

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**ARTICLE NINE: AUDITS**

Any financial contribution received and administered by PAHO/WHO in connection with this MOU shall be subject to the usual auditing procedures of PAHO/WHO performed by the auditors appointed by PAHO/WHO's Directing Bodies. Copies of the audit report will be made available to WSPA upon request.

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**ARTICLE TEN: FORCE MAJEURE**

Neither Party shall be responsible for obligations arising out of this MOU with which it is unable to comply in whole or in part, because of reasons of *force majeure*, including wars, natural disasters, civil or labor disturbances, or any other cause beyond the control of the Parties.

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**ARTICLE ELEVEN: PRIVILEGES AND IMMUNITIES**

Nothing in or related to this MOU shall be deemed to constitute any waiver, express or implied, of the immunities, privileges exemptions and facilities enjoyed by PAHO/WHO under international law, international conventions or agreements, or the domestic legislation and laws of its Member States.

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**ARTICLE TWELVE: CONFLICT RESOLUTION**

Any dispute between the Parties arising out of or relating to this MOU that is not settled amicably shall be submitted to arbitration at the request of either Party. WSPA and PAHO/WHO shall each appoint one arbitrator, and the two so appointed shall jointly appoint a third who shall be chairperson. The procedure of the arbitration shall be decided by the arbitrators and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

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