



MEMORANDUM OF UNDERSTANDING



MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE GOVERNMENT OF THE FEDERAL
DEMOCRATIC REPUBLIC OF ETHIOPIA**

AND

**THE GOVERNMENT OF THE FEDERAL REPUBLIC
OF SOMALIA**

ON

**CROSS BORDER COOPERATION AND
COORDINATION ON ANIMAL HEALTH AND
SANITARY MEASURES**



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ACRONYMS

ASF	African Swine Fever
AU-IBAR	African Union Interafrican Bureau for Animal Resources
CBPP	Contagious Bovine Pleuropneumonia
CCPP	Contagious Caprine Pleuropneumonia
CVO	Chief Veterinary Officer
EAC	East African Community
FMD	Foot and Mouth Disease
HS	Haemorrhagic Septicaemia
IGAD	Intergovernmental Authority on Development
JSC	Joint Steering Committee
LSD	Lumpy skin Disease
MoU	Memorandum of Understanding
MTT	Multidisciplinary Technical Team
PPR	Peste des Petits Ruminants
RVF	Rift Valley Fever
SADC	Southern African Development Cooperation
S&GP	Sheep and Goat Pox
TADs	Transboundary Animal Diseases
ToR	Terms of Reference

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BENEFICIARIES

Beneficiaries of the MoU will include communities living within the Joint Programme Area, livestock producers, livestock and livestock product traders, and authorities charged with disease control in these areas.

DEFINITIONS

For the purpose of this Memorandum of Understanding:

“Memorandum of Understanding” means a formal agreement between Somalia and Ethiopian Joint Programme in matters concerning animal health and sanitary measures;

“Parties” means the Federal Republic of Somalia and the Federal Democratic Republic of Ethiopia when referred to jointly;

“Member States” means the singular for “Member state”;

“Animals” means mammals, birds, reptiles, bees and life stages of fish, molluscs, crustaceans and amphibians whether originating from aquaculture establishments or removed from the wild and released to the environment, for human consumption or for ornamental purposes;

“Livestock” means cattle, sheep, goats, camels and donkeys;

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

“Joint Programme Area” is the target area along Ethiopia-Somalia border as illustrated on the map, herein attached as Annex 1.



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“Cross-border “means adjacent areas along Ethiopia-Somalia borders;

“Stock route “means an authorized path for the walking of livestock from one location to another;

“Holding ground” means a facility where livestock from markets, production areas and livestock corridors are assembled awaiting processing to abattoirs or markets;

“Border inspection posts/ points “are approved entry and exit points located along the border, for live animals and/or their products;

“Ecosystem” means a defined geographical area or zone occupied by one or more closely related ethnic communities, their livestock and adjacent areas into which the animals are moved for pasture, water or trade purposes. The ecosystem therefore constitutes a continuum that is epidemiologically uniform regardless of national boundaries;

“Depository” means the custodian of this MoU.

“Sanitary Measures” mean specific functions that meet quarantine requirements

“Transboundary Animal Diseases” mean epidemic diseases which are highly contagious and have the potential for very rapid spread, irrespective of national borders, causing serious socio-economic and possibly public health consequences thus requiring multinational cooperation in their control;

PREAMBLE

The Government of the Federal Democratic Republic of Ethiopia, represented by the Ministry of Agriculture and the Government of Federal Republic of Somalia, represented by the Ministry of Livestock, Forestry and Range (hereinafter referred to as “the Parties” and in the singular as a “Party”).

Appreciating the bond of friendship and cooperation as well as the contiguous border existing between the Federal Democratic Republic of Ethiopia and the Federal Republic of Somalia;



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Granting priority to specific areas of cross border cooperation on Animal Health and Sanitary Measures that have remained underdeveloped between the cross-border Territories of the Parties;

Aiming to ease transactions between Veterinary Services and deepen animal health related processes through reciprocity in a shared vision while protecting country rights and dignities;

Acknowledging the challenges that livestock owners, communities, traders and animal health service providers of both Parties experience in the conduct of their cross-border transactions; and further emphasizing our mutual commitment to address these challenges and to boost trade;

Confident that it is in the best interest of the Parties and for their citizens to have access to cross-border collaboration in animal health service delivery for development of their economies;

Declaring that the overall objective of the co-operation in the livestock sector is to achieve food security regarding animal protein;

Desiring to further cooperate in eliminating barriers to regional cooperation and delivery of animal health service in cross-border areas so as to stimulate development of livestock resources in cross-border areas

The Parties shall cooperate in joint work on animal health including surveillance, treatment and vaccination campaigns with emphasis on transboundary animal disease and vector-borne diseases regarding cross-border issues identified including the following:

1. Continuous threat of transboundary animal diseases including Foot-and-mouth Disease, Contagious Bovine Pleuropneumonia, Peste des Petit Ruminates, Contagious Caprine Pleuropneumonia, Sheep and Goat Pox, Rift Valley fever, Rabies, Lumpy skin disease, Camel pox, Haemorrhagic Septicaemia and brucellosis
2. Illegal movement of livestock and livestock products during vaccinations, search for pasture and water, trade, and as a result of cattle rustling, theft and civil strife



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3. Inadequate communication and coordination on livestock disease control matters i.e. vaccination campaigns, disease surveillance, border-posts inspection, quarantines, livestock identification and traceability, and reporting

HAVE REACHED THE FOLLOWING UNDERSTANDING:

ARTICLE 1 OBJECTIVES

The objective of this Memorandum of Understanding is to enhance cross-border bilateral cooperation and joint coordination on agreed animal health issues and sanitary measures to improve community livelihoods and develop livestock export trade

ARTICLE 2 SCOPE OF THE COOPERATION

The cross border cooperation and coordination on Animal Health and Sanitary Measures will be implemented in the identified areas of along the Ethiopia-Somalia border.

As illustrated in the Map annex: 1

ARTICLE 3 AREAS OF COOPERATION

The Parties shall cooperate in the following areas;

- a) Control of trans-boundary animal diseases FMD, CBPP, PPR, CCPP, Blue tongue, ASF, S&G pox, RVF, Rabies, LSD, Camel Pox, HS, Anthrax, Blackleg, Trypanosomiasis, Brucellosis, and Ectoparasites and other emerging diseases through surveillance, vaccination, reporting, information sharing, livestock movement control, awareness creation for communities.
- b) Mapping of stock routes, livestock markets and natural resources (water and pasture), including control of invasive weeds



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- c) Enforcement of regulations on veterinary drugs and vaccines use
- d) Facilitation of livestock trade through quality control and certification
- e) Access to Livestock related infrastructure including Diagnostic Laboratories, Cold Chain, and Holding Grounds (Quarantines)
- f) Joint promotion of Livestock Identification and Traceability
- g) Joint capacity building of stakeholders
- h) Promotion of Cross-border networking among stakeholders
- i) Commit resources (financial, infrastructure and personnel) to achieve the agreed animal health issues and sanitary measures

ARTICLE 4

STRATEGIC ACTION PLANS

- a) The Parties shall Cooperate and Coordinate in the preparation and implementation of strategic action plans to give effect to the aims, measures and objectives set out in this Memorandum of Understanding;
- b) The strategic action plans shall include specific activities aimed at achieving the objectives of this MOU; strategies for achieving these objectives; specific measures to be taken by the participating countries to achieve these objectives; and details of the means to be used to implement, monitor and ensure the progress towards the achievement of these objectives;
- c) The Parties shall adopt a monitoring and evaluation framework to ensure effectiveness of the strategic action plans for efficiency and focused engagement;
- d) The Parties shall ensure that the measures contained in the strategic action plans are harmonized with or integrated into relevant national policies and strategies.

ARTICLE 5

OPERATIONALIZATION OF THE MOU

- a) The Parties shall establish and operationalize cross border animal health coordination and Cooperation mechanisms along the Ethiopia-Somalia border;
- b) The Parties ensure Cooperation and Coordination in the synchronization / harmonization of formulation of planning, management and execution within the target areas.



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- c) The Parties Cooperate in the harmonizing Trans-boundary Animal Diseases (TADs) prevention and control approach through joint surveillance, information sharing and disease control initiatives.
- d) The Terms of Reference (ToRs) of the team shall be prepared by the steering committee.

ARTICLE 6

JOINT STEERING COMMITTEE

- a) There shall be a Joint Steering Committee (JSC) comprising of the Chief Veterinary Officer (CVO), Senior Technical Officer from the CVO's office, Officers from the County/Regional States, appointed by the Parties, and any other member co-opted by the JSC to guide, oversee and regulate activities of the Cooperation;
- b) The JSC shall be responsible for the management and implementation of the Joint Cooperation;
- c) The members of the JSC shall be authorised to speak and/or decide on behalf of the governments they represent;
- d) The JSC shall ensure cross border communities participate in the meetings of the JSC through co-option.
- e) The JSC Team will develop joint action plans for Animal Health and Sanitary Measures and undertake the monitoring and evaluation of the programmes.

ARTICLE 7

MULTIDISCIPLINARY TECHNICAL TEAM

- a) A Multidisciplinary Technical Team (MTT) of officers from each of the partner states, comprising up to 12 from both countries will be established.
- b) Members of the Multidisciplinary Technical Team shall be determined by a Joint Steering Committee.
- c) The Multidisciplinary Technical Team will be responsible for drawing up the MOU implementation framework and programmes.



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ARTICLE 8**

COORDINATION ARRANGEMENT

- a) The Steering Committee will appoint a coordinator for the cross border cooperation among the technical committee or from other as deemed necessary.
- b) The position of the coordinator shall rotate every 3 years between the parties.
- c) The resources shall be managed according to the guidelines set by the steering committee
- d) The coordinator may be seconded by the parties or hired.

ARTICLE 9

FINANCE

- a) The funds intended to cover the cost of implementing the Joint Cooperation will be sourced from the parties, or obtained through bilateral or multilateral support arrangements between the affected member states singly or in combination with respective development parties;
- b) Each Party will cater for the costs of travel and subsistence. However, the hosting Party shall cater for other requirements including local transport and conferencing facilities.

ARTICLE 10

THE ROLE OF PARTNERS

- a) The parties shall jointly and individually seek support from IGAD, EAC, COMESA, AU-IBAR and other partner states and International Organizations.
- b) At the discretion of the JSC, development partners can be co-opted as observers.

ARTICLE 11

MONITORING AND EVALUATION

- a) Monitoring, evaluation, and reporting framework shall be included in the Strategic action plans.
- b) Monitoring, evaluation, and reporting should be included on ToR of joint steering committee.
- c) Bi-annual self-monitoring exercise will be conducted by the parties.



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ARTICLE 12**

**RELATIONSHIP WITH NATIONAL LAWS AND INTERNATIONAL
AGREEMENTS**

This Memorandum of Understanding shall not prejudice other instruments already concluded by the parties and any programmes subsisting under them.

**ARTICLE 13
AMENDMENTS**

This Memorandum of Understanding may be amended by mutual consent of the parties through an Exchange of Notes between the parties through the diplomatic channel.

**ARTICLE 14
SETTLEMENT OF DISPUTES**

Any dispute between the parties arising out of the interpretation or implementation of this Memorandum of Understanding shall be settled amicably through consultations or negotiation between the parties.

**ARTICLE 15
ENTRY INTO FORCE AND TERMINATION**

- a) This Memorandum of Understanding shall enter into force on the date upon which the parties Exchange Notes and shall remain in effect for a period of five years after which it shall be automatically renewed for another five-year period unless terminated by either party giving three months' written notice in advance of its intention to terminate it through the diplomatic channels.
- b) Any party may at any time terminate this Memorandum of Understanding by giving three months' written notice in advance of such intention through diplomatic channels.



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ARTICLE 16
DEPOSITORY**



- a) The Ministries of foreign affairs of the parties shall assume the functions of Depository of this MOU.
- b) The Executive secretary of IGAD shall also assume the functions of depository of this MOU.
- c) One original copy of these MOU shall be provided to the Depositories, and copies provided to IGAD and AU-IBAR.

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

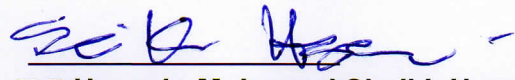
DONE on _____, this day of _____ 2019

**FOR THE GOVERNMENT OF
THE FEDERAL DEMOCRATIC
REPUBLIC OF ETHIOPIA**

**FOR THE GOVERNMENT OF
THE FEDERAL REPUBLIC OF SOMALIA**



H.E Mr Umer hussien




H.E Hussein Mohamud Sheikh Hussein

Minister for
Agriculture

Minister for
Livestock, Forestry and Range

Witnesses


Executive Secretary, IGAD _____

