

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF

KENYA

AND

THE GOVERNMENT OF THE FEDERAL

DEMOCRATIC REPUBLIC OF ETHIOPIA

ON

CROSS BORDER COOPERATION ON ANIMAL

HEALTH AND SANITARY MEASURES

The Government of the Republic of Kenya, and the Government of the Federal Democratic Republic of Ethiopia, (hereinafter jointly referred to as "the Parties" and separately as a "Party").

RECALLING the Memorandum of Understanding signed on the 7th day of December 2015 in support of the cross-border integrated programme for sustainable peace and socio-economic transformation;

APPRECIATING the bond of friendship and cooperation and the contiguous border existing between the Parties;

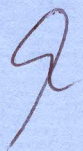
GRANTING priority to specific areas of cross border cooperation on Animal Health and Sanitary Measures that have remained underdeveloped between the cross-border Territories of the Parties;

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 to enhance drought resilience and 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 to contribute to food security and development of their economies;

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;



HAVE REACHED IN TO THE FOLLOWING UNDERSTANDING:

ARTICLE 1

OBJECTIVES

The objective of this Memorandum of Understanding (hereinafter referred to as “MoU”) is to enhance cross border bilateral cooperation and joint coordination on agreed animal health issues and sanitary measures to improve community livelihoods and development.

ARTICLE 2

AREAS OF COOPERATION

The Parties will cooperate in the following areas:

- 1) Trans-boundary animal diseases (TADs) Surveillance, prevention/control (vaccination, movement control etc.), reporting, information sharing, and awareness creation for communities;
- 2) Mapping of stock routes and natural resources (water and pasture), including control of invasive weeds;
- 3) Enforcement of regulations on veterinary drug importation and use;
- 4) Facilitation of livestock trade through quality and sanitary control and certification;
- 5) Access to Livestock related infrastructure including Diagnostic Laboratories, Cold Chain, and Check posts (Quarantines);
- 6) Joint promotion of Livestock Identification and Traceability;
- 7) Cross-border networking among communities;
- 8) Joint capacity building of stakeholders.

ARTICLE 3

SCOPE OF THE COOPERATION

The Parties will implement the cross border cooperation on Animal Health and Sanitary Measures in the areas of Counties of Mandera, Wajir, Marsabit and Turkana in the Republic of Kenya and the identified areas of Liben zone of Ethiopian Somali (Dolo Odo, Filtu, Mubarak and Moyale districts), Borena Zone



of Oromia (Moyale, Dhas, Miyo, Dire, Dilo and Teltele districts) and South Omo Zone of Southern Nations, Nationalities and Peoples' (Hamer and Dasenech districts) Regional States of the Federal Democratic Republic of Ethiopia.

ARTICLE 4

STRATEGIC ACTION PLAN

1. The Parties will collaborate in the preparation and implementation of strategic action plans to give effect to the aims, measures and objectives of this MOU;
2. The strategic action plans will include specific activities and to implement, monitor and ensure the progress towards the achievement of these objectives;
3. The Parties will monitor the effectiveness of the strategic action plans and shall revise it from time to time as necessary to ensure efficiency and focused engagement; and
4. The Parties will 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/COOPERATION

The Parties will:

- a) establish and operationalize cross border animal health coordination mechanisms along the Kenya - Ethiopia border;
- b) cooperate in the synchronization of planning, management and execution within the target area;
- c) Cooperate in the harmonization of Trans-boundary Animal Diseases (TADs) prevention and control approach through joint surveillance, information sharing and disease control initiatives.



ARTICLE 6

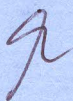
JOINT STEERING COMMITTEE

- 1) The Parties will establish 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.
- 2) The members of the JSC will be authorised to speak and/or decide for the government that nominated them.
- 3) The JSC will comprise up to three relevant members nominated by each of the Parties.
- 4) The JSC shall ensure cross border communities participate in any programme or project in the framework of this MOU.
- 5) A Multidisciplinary Technical Team of officers from each of the Parties, comprising up to 10 from both countries will be established.
- 6) Members of the multidisciplinary technical team will be determined by the Joint Steering Committee.
- 7) The Team will be responsible for drawing up implementation framework and programmes to implement this MOU.
- 8) The Terms of Reference (ToRs) of the team will be prepared by the Joint steering committee.

ARTICLE 7

COORDINATION ARRANGEMENT

- 1) The JSM will appoint a coordinator for the cross border cooperation among the technical committee or from other as deemed necessary.
- 2) The position of the coordinator will rotate between the Parties.
- 3) The resources will be managed according to the guidelines set by the Joint steering committee.
- 4) The Technical Team, with the facilitation of the Coordinator will develop joint action plans for Animal Health and Sanitary Measures and undertake the monitoring and evaluation of the programmes.
- 5) The coordinator may be seconded by the Parties or hired.



ARTICLE 8

FINANCE

1. 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 Parties and development partners; and
2. Each Party will cover for the costs of travel and subsistence. However, the hosting Party will cover for other requirements including local transport and conferencing facilities.

ARTICLE 9

THE ROLE OF PARTNERS

The Governments of the Parties may jointly seek the support from development partners as may be agreed upon.

ARTICLE 10

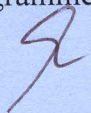
MONITORING AND EVALUATION

Monitoring, evaluation, and reporting framework shall be included in the Technical Committee ToR, however a bi-annual self-monitoring exercise will be conducted by the Parties.

ARTICLE 11

RELATIONSHIP WITH NATIONAL LAWS AND INTERNATIONAL AGREEMENTS

This MOU will not prejudice other instruments already concluded by the Parties and any programmes subsisting under them.



ARTICLE 12
LEGAL STATUS

This MOU is an expression of the parties' mutual intentions to cooperate in the area of health and does not constitute any legal obligation on either side.

ARTICLE 13
DISPUTE SETTLEMENT

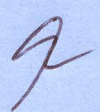
1. Any dispute between the Parties as a result of the implementation and/or interpretation of this MoU shall be resolved amicably between the parties.
2. The Parties shall immediately consult each other with the view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and cooperation.

ARTICLE 14
AMENDMENT

1. This MoU may be amended by mutual written consent of the Parties.
2. No amendment to this MoU will be effective unless it is made in writing, signed and dated by the Parties.
3. Any amendment will be done without prejudice to the rights and obligations arising from this MoU prior to the date of such amendment.
4. Any amendment made in accordance with sub article 2 shall form part of this MoU.

ARTICLE 15
ENTRY INTO FORCE, DURATION AND TERMINATION

1. This MoU shall enter into force upon signature.
2. This MoU shall remain in force for a period of five years from the date of its entry into force and shall be automatically renewed for successive five year periods.

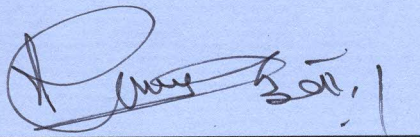


3. Either Party may terminate this MoU by giving six months prior written notice to the other Party through diplomatic channels.
4. Any on going activities at the time of termination arising out of the MoU shall be carried out to conclusion as if the MoU is in force.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this MoU in two originals, in the English language, both texts being equally authentic.

SIGNED at Nairobi, Kenya on this 23rd day of **June** in the year **2016**.

**FOR THE GOVERNMENT OF
THE REPUBLIC OF KENYA**



**MR. WILLY BETT
CABINET SECRETARY FOR
AGRICULTURE, LIVESTOCK
AND FISHERIES**

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



**H.E ATO SILESHI GETAHUN
MINISTER FOR LIVESTOCK &
FISHERIES RESOURCES**