



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA

AND

THE GOVERNMENT OF THE REPUBLIC OF KENYA

ON

**JOINT CROSS-BORDER COOPERATION IN THE PREVENTION
AND CONTROL OF TRANSBOUNDARY ANIMAL DISEASES AND
ZONOSSES**

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THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the MoU) is made between the Government of the Republic of Kenya (represented by the Ministry of Agriculture, Livestock, Fisheries and Cooperatives), and the Government of the United Republic of Tanzania (represented by the Ministry of Livestock and Fisheries) (hereinafter jointly referred to as the "Parties" and individually as the "Party")

PREAMBLE

RECOGNIZING, the Parties are independent States with national policies, legal and strategic frameworks guiding interventions in the livestock sector;

ACKNOWLEDGING that the Parties are signatories to The Treaty for the Establishment of the East African Community that calls for cooperation of the Partner States in the establishment of joint programmes in the surveillance, diagnosis and control strategies of transboundary pests and animal diseases;

COGNIZANT of existing international and regional instruments on prevention and control of transboundary animal diseases and zoonoses including the *Terrestrial Animal Health Code* of the World Organization for Animal Health (OIE);

AWARE that the Parties share a long and porous border extending from the Indian Ocean to Lake Victoria hence resulting in common biosecurity threats posed by outbreaks of transboundary animal diseases and zoonoses;

CONVINCED of the importance of joint efforts to combat transboundary animal diseases and zoonoses;

AWARE of previous bilateral efforts to conclude a bilateral instrument on prevention and control of transboundary animal diseases and zoonoses;

APPRECIATING the efforts of the EAC Secretariat in implementing the directive of the 39th Meeting of the Council of Ministers to facilitate the drafting, reviewing and signing of bilateral or multilateral Memoranda of Understanding (MoUs) on joint cross-border transboundary animal diseases control and to expedite their implementation **[EAC/CM 39/Directive 39]**;

DESIROUS to cooperate in the planning and implementation of measures to prevent and control outbreaks of transboundary animal diseases and zoonoses along the common border for the benefit of local communities and the respective national economies;

NOW, THEREFORE, Parties have reached to an understanding as follows:

DEFINITION OF THE TERMS

For the purpose of this MoU, the following terms will have the meanings set out below, except where the context otherwise requires: -

TERMINOLOGY	MEANING
Animal	Any mammals, birds, reptiles, bees and life stages of fish, molluscs, crustaceans and amphibians whether domestic or wild.
Border inspection posts/ points	Approved entry and exit points located along the border, for the inspection of animals and/or their products.
Cross border	Areas along Kenya-Tanzania borders.
Ecosystem	A more or less homogeneous, geographical and ecological area or zone occupied by closely related communities, and where livestock production is undertaken under similar management conditions and characterized by close interactions through sharing of production

	resources as well as socio-economic services. The ecosystem therefore constitutes a continuum that is epidemiologically uniform regardless of national boundaries.
Holding ground	A facility where livestock from markets, production areas and livestock corridors are assembled awaiting processing to abattoirs or markets.
Joint Programme Area	The target area along the Kenya-Tanzania border as illustrated on the map attached as Annex 1, where coordinated and harmonized interventions will be implemented.
Joint Programme	Harmonized and synchronized animal health interventions undertaken through cooperation by the Parties within the context of this memorandum of understanding and conforming to the legislations and policies of the Parties.
Livestock	Cattle, sheep, goats, pigs, poultry, camels, horses and donkeys.
Stock route	An authorized path for movement of livestock from one location to another.
Transboundary animal diseases	Highly contagious epidemic diseases that spread irrespective of national borders and have serious socio-economic, public health and biodiversity conservation consequences.
Zoonoses or zoonotic diseases	Diseases and infections which are naturally transmitted between animals and humans.
Vectors	An organism that does not cause disease itself but which spreads infection by conveying pathogens from one host to another.

ARTICLE 1
OBJECTIVE

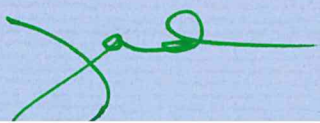
The objective of this Memorandum of Understanding is to enhance bilateral cooperation and coordination in the planning and implementation of strategies to prevent and control transboundary animal diseases and zoonoses along the common border.

ARTICLE 2
GEOGRAPHICAL SCOPE

The specific geographical areas or border zones where mutually agreed actions will be implemented either jointly or in a synchronised manner and will be determined and agreed upon by the Parties in advance. For purposes of immediate implementation of this MoU, the Parties agree to cooperate in implementation of animal health measures and other mutually agreed actions in the defined ecosystems indicated in the map of joint programme area enclosed as Annex I.

ARTICLE 3
PRIORITY TRANSBOUNDARY ANIMAL DISEASES (TADs) AND ZOO NOSES

1. The list of priority transboundary animal diseases and zoonoses will be the following;
 - a) Priority transboundary animal diseases (TADs)
 - i. Contagious Bovine Pleuropneumonia (CBPP);
 - ii. Contagious Caprine Pleuropneumonia (CCPP);
 - iii. Peste-des-Petits-Ruminants (PPR);
 - iv. African Swine Fever (ASF);
 - v. Newcastle Disease;
 - vi. Foot and Mouth Disease (FMD);
 - vii. Lumpy Skin Disease;
 - viii. Sheep and Goat Pox; and
 - ix. Blue tongue.



- b) Priority TADs which are zoonotic
 - i. Rabies;
 - ii. Rift Valley Fever (RVF) and other Hemorrhagic fevers;
 - iii. Highly Pathogenic Avian Influenza (HPAI); and
 - iv. Anthrax.

- c) Zoonotic diseases which are not TADs
 - i. Brucellosis; and
 - ii. Human African Trypanosomiasis.

- d) Any emerging animal diseases and zoonoses.

2. This list of priority Transboundary Animal Diseases and Zoonoses will be reviewed and updated as and when need arises.

ARTICLE 4 AREAS OF COOPERATION

The Parties agree to cooperate in the following areas:

- a. Planning and implementation of joint surveillance, interventions and measures to prevent and control transboundary animal diseases and zoonoses as well as vectors along the common border;
- b. Planning for harmonized sanitary and biosecurity measures, vector control and synchronizing implementation of animal vaccination campaigns;
- c. Foster use of one health approach in prevention and control of priority zoonoses;
- d. Development and implementation of harmonized standard methods and procedures for animal diseases surveillance, diagnosis, outbreak investigation and response and external quality assurance programs;

- e. Sharing of animal diseases surveillance data and epidemiological information;
- f. Development and harmonization of early warning, emergency preparedness and response plans;
- g. Harmonize monitoring and tracking of cross border migration of wild animals for prevention and control of transboundary diseases;
- h. Recognition of animal identification and traceability systems;
- i. Capacity building of animal health workers and other animal resource stakeholders;
- j. Planning and implementation of joint animal health research programmes;
- k. Joint development and improvement of, holding grounds, livestock markets, border inspection posts/points and quarantine stations;
- l. Joint development and improvement of animal health infrastructures including veterinary laboratories, quarantine stations, cold chain for vaccines, animal crushes and holding grounds;
- m. Establishment of joint animal health programmes in the target border ecosystems; and
- n. Establishment and maintenance of a joint cross border animal health workforce data base.



ARTICLE 5
COORDINATION

The Parties' Chief Veterinary Officers (CVOs) will be responsible for overall coordination of implementation of this MoU.

ARTICLE 6
JOINT TECHNICAL COMMITTEE (JTC)

1. The Parties will establish a Joint Technical Committee (JTC) to:
 - a. Designate the target border ecosystems;
 - b. Approve the priority zone-specific joint actions/interventions;
 - c. Approve work plans and budgets of the Joint Zonal (Ecosystem) Technical Committees (JZTCs);
 - d. Monitor implementation of the JZTCs workplans; and
 - e. Validate progress reports from the JZTCs.

2. The JTC will be composed of the following designated technical experts/officials:
 - a. Chief Veterinary Officer or Director of Veterinary Services
 - b. Director Livestock Production/Development;
 - c. National Veterinary Epidemiologist
 - d. National Veterinary Laboratory Expert
 - e. Zoonotic Disease Expert
 - f. Wildlife Health Expert Representative from the Ministries responsible for EAC Affairs
 - g. County Executive Committee Member (CECM)/Chairperson of District Council of each ecosystem
 - h. Co-chairs of the JZTCs; and
 - i. Any other expert depending on the agenda of the meeting

3. Meetings of the JTC will be held twice a year or when need arises and will be hosted alternately by Kenya and the United Republic of Tanzania.

4. Meetings of the JTC will be convened and co-chaired by the CVOs of the Parties with a joint secretariat nominated by the Parties.
5. The Parties may invite EAC Secretariat and any Development Partners to attend meetings of the JTC as observers.
6. The JTC will report to the JSC.

ARTICLE 7
JOINT ZONAL (ECOSYSTEM) COMMITTEES

1. The Joint Zonal (Ecosystem) Technical Committees (JZTC) are hereby established as sub-committees of the Joint Technical Committee (JTC) and will comprise of technical experts and local leaders at each of the selected -border ecosystems.
2. The JZTCs will be responsible for:
 - a. implementation of zone-specific field activities under this MoU;
 - b. identification and prioritization of ecosystem-specific interventions;
 - c. harmonization of the implementation plans and synchronization of implementation calendars; and
 - d. preparation of field work plans and budgets.
3. The JZTCs will comprise of the following members:
 - a. National Veterinary Epidemiologist;
 - b. County or District Veterinary Officers;
 - c. Sub-County or Ward Veterinary Officers;
 - d. Local Veterinary Laboratory Technicians;
 - e. Area/zonal wildlife veterinarian;
 - f. Deputy County Commissioners/Ward Executive Officers;
 - g. Local traditional leaders;
 - h. Representative of Livestock Keepers; and
 - i. Representative of County Executive Committee Member (CECM)/Chairperson of District Council of each ecosystem.

4. Members of the JZTC indicated in article 3 (*g, h and i*) will be appointed by the respective administrative heads of the Counties in Kenya and the Districts in Tanzania.
5. The zonal committee will be co-chaired by a county/district representative.
6. Zone-specific meetings of the JZTC will be convened by the co-chairs of the JZTC on a quarterly basis or as need arises.
7. The JZTC will report to the JTC.

ARTICLE 8
JOINT STEERING COMMITTEE (JSC)

1. The Parties will establish a Joint Steering Committee (JSC), which will be the supreme organ composed of Permanent/Principal Secretaries from the Ministries responsible for Livestock, EAC Affairs and Wildlife and CVOs. The function of JSC will be to consider reports from the JTC and provide policy guidance and directives for implementation of the MoU;
2. Meetings of the JSC will be held at least once a year and will be hosted alternately in Kenya and in the United Republic of Tanzania.
3. The JSC meetings will be co-chaired by the Permanent/Principal Secretaries of the Ministry responsible for Livestock.

ARTICLE 9
FINANCIAL OBLIGATIONS AND RESOURCE MOBILISATION

1. Each Party will be responsible for mobilisation and deployment of financial, human and other resources needed to implement this MoU and will follow its existing national policies and laws on resource utilisation and accountability.

2. During JSC, JTC and JZC meetings, each Party will cater for their respective costs of travel and subsistence. However, the hosting Party will cater for conferencing facilities associated with implementation of this MoU.

ARTICLE 10
MONITORING, EVALUATION AND REPORTING

The JTC will establish Monitoring and Evaluations missions to undertake monitoring and evaluation of the activities of this MOU annually. The missions will generate reports to be submitted to the JTC for consideration and subsequent submission to the JSC for adoption.

ARTICLE 11
COMMUNICATION AND INFORMATION SHARING

The Parties will communicate and exchange information with each other on matters of this MoU through diplomatic channels.

ARTICLE 12
CONFIDENTIALITY

Information and documentation received by either Party as a result of this MoU will not be given to a third party without the prior written consent of the other Party.

ARTICLE 13
APPLICABLE LAW

The planning, resource mobilisation and accounting procedures arising from implementation of this MoU, will be in accordance with existing national policies and laws of the respective Parties and without prejudice to international laws, conventions and protocols already concluded by the Parties.

**ARTICLE 14
AMENDMENTS**

1. This MoU may be amended by mutual written consent of both Parties.
2. Any party may initiate amendments by giving the other party a six months' notice of the intended amendment through diplomatic channels.
3. Such amendments will enter into effect upon signature by the parties.

**ARTICLE 15
SETTLEMENT OF DISPUTES**

Any dispute between the Parties arising out of the interpretation and/or implementation of this MoU will be settled amicably through consultations and negotiation.

**ARTICLE 16
TERMINATION**

1. MoU may be terminated by either Party giving the other Party six (6) months written notice through diplomatic channels.
2. Any ongoing activities at the time of termination arising out of this MoU shall be carried out to their conclusion as if the MoU was in force.
3. In the event of this MoU being terminated, each Party shall be solely responsible for any expenses it has incurred pursuant to the termination.

ARTICLE 17
ENTRY INTO EFFECT AND DURATION

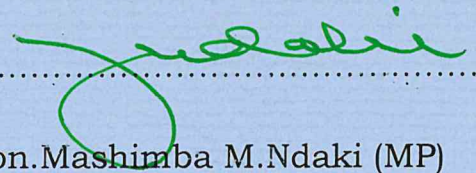
1. This MoU will come into effect upon signature by the Parties.
2. This MoU will be valid for a period of five (5) years renewable upon consultation and mutual consent of the Parties.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this MoU in two (2) originals in English.

DONE at **DAR ES SALAAM, UNITED REPUBLIC OF TANZANIA** on this **10TH** Day of **DECEMBER** 2021.

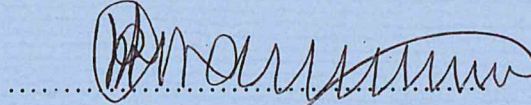
**FOR THE GOVERNMENT OF
THE UNITED REPUBLIC OF
TANZANIA**

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



Hon. Mashimba M. Ndaki (MP)

MINISTER
MINISTRY OF LIVESTOCK AND
FISHERIES



Amb. Raychelle Omamo SC, EGH

CABINET SECRETARY
MINISTRY OF FOREIGN AFFAIRS

Annex 1: Map showing Joint Programme Area covered under MoU

