

**Memorandum of Understanding  
between  
the World Organisation for Animal Health and  
United Nations Development Programme  
regarding the Operational Aspects of the  
Antimicrobial Resistance Multi-Partner Trust Fund**

**This Memorandum of Understanding** (hereinafter referred to as "MOU") is concluded between the World Organisation for Animal Health, an inter-governmental organization, established by treaty and having its headquarters at 12 rue de Prony, 75017 Paris, France (hereinafter "OIE") and the United Nations Development Programme, a subsidiary organ of the United Nations, having its Headquarters at One United Nations Plaza, New York, New York 10017, USA, as Administrative Agent of the Trust Fund for antimicrobial resistance (the "Trust Fund"), (hereinafter "UNDP");

**WHEREAS**, the Participating UN Organizations to the Trust Fund (the World Health Organization and the Food and Agriculture Organization of the United Nations) have signed a Memorandum of Understanding relating to the Operational Aspects of the Antimicrobial Resistance Multi-Partner Trust Fund (the "Fund MOU"), attached hereto as Annex 1), which is an integral part of this MOU;

**WHEREAS**, the OIE wishes to participate in the Trust Fund and receive funds on the same terms as the Participating UN Organizations, and Participating UN Organizations have asked UNDP to provide the same administrative interface functions as provided to them, to the OIE;

**WHEREAS**, the Participating UN Organizations and Donors to the Trust Fund agree to the OIE's participation in the Trust Fund;

**WHEREAS**, the Participating UN Organizations authorize UNDP, represented by its Multi-Partner Trust Fund Office, as Administrative Agent to conclude this Memorandum with OIE for its participation in the Trust Fund;

**WHEREAS**, the OIE may have different privileges and immunities from the Participating UN Organizations in certain countries where the Trust Fund will operate.

**NOW, THEREFORE**, OIE and UNDP hereby agree as follows:

1. The OIE warrants and confirms that it has entered into relevant agreements providing the OIE with privileges and immunities ("privileges and immunities agreements") with some of the governments in whose territories it will operate in connection with the Trust Fund. Those privileges and immunities afforded by such agreements may be different from those of the United Nations and of the Participating UN Organizations and may not be sufficient to cover the OIE's activities under the Trust Fund. In this light, the OIE agrees that no activities funded by the Fund will be undertaken unless they are covered by appropriate safeguards and unless necessary arrangements are in place or have been made among the OIE and the Participating UN Organizations with respect to privileges and immunities. To this end, the Participating UN

Organizations and the OIE, undertake to work diligently and in good faith together, in order to put in place such necessary arrangements (including with respect to privileges and immunities) according to their respective rules and procedures, to enable the OIE to operate with sufficient and appropriate safeguards and carry out activities agreed by the Participating UN Organizations and OIE in connection to the Fund.

2. The OIE warrants and confirms that it has appropriate and sufficient privileges and immunities in respect of its personnel and assets which will permit it to undertake any activities and actions, including the use of funds, in respect to the Trust Fund and under this MOU, including functional immunity of its personnel, immunity from legal process, and immunity from search and seizure of any of its assets. In the event this is not the case, the provisions of paragraph 1 shall apply. UNDP and the Donors will bear no responsibility for the actions and activities of the OIE and for any violations or inadequacy of its privileges and immunities.
3. The OIE shall have full programmatic and financial accountability for use of funds received from the Trust Fund and for achieving the results of the projects financed thereby, including further to necessary arrangements to this end with FAO and/or WHO. It shall carry out its activities in accordance with its rules, policies and practices.
4. The rights and obligations of the OIE with respect to the Trust Fund are as set out in this MOU and in the Fund MOU except as modified below.

- Section VI (1) of the Fund MOU is modified and restated in its entirety to read as follows: *“The activities of the Administrative Agent, each Participating UN Organization and the OIE in relation to the Fund will be exclusively audited by their respective internal and external auditors in accordance with their own financial regulations and rules. The corresponding external and internal audit reports will be disclosed publicly unless the relevant policies and procedures of each of the relevant Participating UN Organization or the OIE provide otherwise”;*

- Section VI (2) of the Fund MOU is modified by inserting the following additional text at the end of the Section: *“The cooperation and coordination of internal audit activities between the Participating UN Organisations and the OIE including the exchange of information, will be done on an as needed basis with due regards to their respective regulations, rules, policies and practices.”*

- Section VII (1) of the Fund MOU is modified by inserting the following additional text at the end of the Section: *“With respect to the OIE, OIE staff will comply with the provisions in Chapter 1 of the OIE’s Staff Regulations and Code of Conduct that require OIE staff to carry out their duties in accordance with the highest standards of integrity and loyalty, to conduct themselves with objectivity and impartiality and to avoid any conflict of interest or appearance thereof in the performance of their duties, and to report any fraudulent or corrupt practice and any type of irregularities.”*

- Section VII (3) of the Fund MOU is to be read with the understanding that the OIE has

rules on investigation that apply internally but does not have a dedicated investigation service nor rules that could be applied to investigations of parties external to the Organisation.

5. For Notices under this MOU, the addresses of UNDP and the OIE are as specified in the attached Annex 2 hereto.
6. This MOU shall enter into force upon signature by the authorized officials of the OIE and UNDP and shall continue in force and effect until it expires or is terminated.

**IN WITNESS WHEREOF**, the undersigned, duly authorized representatives of the respective Parties, have signed this Memorandum in English in two copies.

*For the Administrative Agent:*

Signature: \_\_\_\_\_  
Name: Jenn \_\_\_\_\_  
Title: Executive Coordinator  
Place: \_\_\_\_\_  
Date: 15 Aug. 2019

*For the OIE:*

Signature: \_\_\_\_\_  
Name: Monique Eloit  
Title: Director General  
Date: \_\_\_\_\_

**ANNEX 1:** MOU between Participating UN Organizations and UNDP

**ANNEX 2:** Notices

*For the Administrative Agent:*

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*For OIE:*

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