

منظمة
الأغذية والزراعة
للأمم المتحدة

联合国
粮食及
农业组织

Food and Agriculture
Organization of the
United Nations



Organisation des
Nations Unies pour
l'alimentation et
l'agriculture

Продовольственная и
сельскохозяйственная
организация
Объединенных Наций

Organización de las
Naciones Unidas para la
Alimentación y la
Agricultura

Fax:

Tel:

www.fao.org

Our Ref.: AGAH (FAO Reference Centres)

Your Ref.:

14 SEP 2012

Dear Prof. Dr. Brunnberg,

I refer to previous consultations between the Panel of Veterinary Public Health of Freie Universität of Berlin and the Animal Health Service of the Food and Agriculture Organization of the United Nations (FAO) and in particular to your "Declaration of Interest" for designation of the Panel of Veterinary Public Health of Freie Universität of Berlin as an FAO Reference Centre for veterinary public health.

Following our careful evaluation of the mandate, main activities and competencies of the Panel of Veterinary Public Health of Freie Universität of Berlin, its attainment of scientific, technical and policy standing and its commitment to strengthen capacity development in those areas relevant to FAO's mandate, as well as the extent and experience of prior collaboration with FAO, I am pleased to inform you that the Panel of Veterinary Public Health of Freie Universität of Berlin is hereby designated as an FAO Reference Centre under the title "FAO Reference Centre for veterinary public health".

The terms and conditions of this designation and other legal provisions are contained in the **Annex**, which constitutes an integral part of this letter. If you agree to these terms and conditions, this letter and your reply through a signed letter would constitute an agreement between FAO and your institution.

In conveying to you FAO's appreciation for your interest and preparedness in offering the support of your institution to this Organization's effort to assist Member Nations and in particular developing countries, I look forward to your acceptance of the terms and conditions of this designation.

Yours sincerely,

M. Ann Tutwiler
Deputy Director-General (Knowledge)

Prof. Dr. Leo Brunnberg
Dean
The Dean's Office
Freie Universität of Berlin
Faculty of Veterinary Medicine
Berlin

cc: Prof. Reinhard Fries
Head, Panel of Veterinary Public Health
Institute of Meat Hygiene and Technology
Freie Universität of Berlin
Berlin

Dr. K. Schwabenbauer
Chief Veterinary Officer
Federal Ministry of Food, Agriculture and
Consumer Protection
Berlin

TERMS AND CONDITIONS OF THE DESIGNATION

1. Introduction

1.1. The Panel of Veterinary Public Health of Freie Universität Berlin agrees to be designated by the Food and Agriculture Organization of the United Nations (FAO) (both hereinafter referred also as “the parties”) as an FAO Reference Centre for veterinary public health subject to the terms and conditions contained in this Agreement (also referred to as “letter of designation”).

1.2. FAO Reference Centres are designated by the Director-General of the Food and Agriculture Organization of the United Nations on the basis of their specific capacities and notable achievements on issues related to FAO’s mandate, as well as their active involvement in fields of expertise relevant to the work of the Organization and their significant contribution to the implementation of FAO’s programme priorities and strengthening capacities in countries and regions.

1.3. FAO Reference Centres will provide specific, independent technical/scientific advice on such issues which are of notable relevance for FAO and will facilitate the mobilization by FAO of a large range of scientific, technical and economic expertise.

1.4. FAO Reference Centres will maintain full independence from FAO both in carrying out their own activities and in providing advice to FAO, whilst FAO will not be responsible nor have liability whatsoever in such respect.

1.5. The Panel of Veterinary Public Health of Freie Universität Berlin (hereinafter “the FAO Reference Centre”) has previously collaborated with FAO, through the Animal Health Service, in the areas of capacity building and technical assistance and in particular in the field of veterinary public health which are priority areas of FAO’s programme of work.

2. Areas of Collaboration

2.1. Upon request from and in collaboration with FAO, the FAO Reference Centre shall:

2.1.1. Provide (emergency) confirmatory laboratory services without charge to FAO or to countries which are FAO members for (i) detection of zoonotic agents along the food chain (such as *Salmonella*, *Campylobacter*, *Escherichia coli*, *Vibrio*, *Listeria*, *Yersinia enterocolitica*, *Staphylococcus aureus*, *Bacillus cereus*, *Clostridium perfringens*, *Mycobacterium avium intracellulare*, *Streptococcus suis*, *Erysipelas rhusiopathiae*, Noro- and Rotaviruses, *Trichinella*); ii) serotyping of *Salmonella* strains according to the Kauffman-White Scheme, and iii) genotyping. An emergency is defined as a case where a zoonosis is suspected in animal or in human and that needs an urgent laboratory confirmation. Up to 50 samples per year may be tested by the FAO Reference Centre free of charge; the cost of sample shipment is expected to be borne by the referring laboratory. The FAO Reference Centre will copy FAO with the report provided to the country/submitting authority, subject to country approval.

2.1.2. Actively contribute to the improvement of disease diagnostic capability of national or regional laboratories in countries which are FAO members. The support provided to the national /regional laboratories includes, but is not limited to, training and capacity development, and organisation of proficiency testing services.

- 2.1.3. Share, in response to a request of FAO and/or from another FAO reference centre, biological materials and associated information, in order to improve the performance and harmonization of laboratory services; the cost of transport should be borne by the requesting laboratory. The sharing of material can be subject to reaching a suitable Material Transfer Agreement (MTA) between the sending and receiving parties, with due regard being given to the Convention on Biological Diversity of 1992 (entered into force on 29 December 1993), as appropriate.
- 2.1.4. Provide technical expert services to FAO, of at least ten person-days per year, without charge. These services include attendance of teleconferences, meetings or other activities. FAO could support travel related costs based on prior discussion and mutual agreement.
- 2.1.5. Advise on surveillance and control on zoonotic agents along the animal production chain and at slaughter, hygiene of processing and meat inspection. *
- 2.1.6. Develop, adapt and evaluate diagnostic tests for the purpose of food animal disease control and verification of absence of agents or of health conditions. These tests may involve: Standing Operating Procedures for ante and post-mortem inspections; easy-to-do residue testing with biological screening methods; conventional microbiological (e.g. ELISA) testing and molecular-biological identification. *
- 2.1.7. Advise with regard to antibiotic residues in meat.
- 2.1.8. Advise on animal welfare along the animal production chains and slaughter facilities, including Standard Operating Procedures (SOP) like standards. *
- 2.1.9. Assist in professional development and capacity building with regard to biosecurity along the production chain, meat hygiene and zoonotic agents in slaughter animals. *
- 2.1.10. Organize scientific meetings, educational activities, webinars, email discussions and individual and group training on surveillance, prevention and control of zoonotic pathogens, upon request. *
- 2.2. In its capacity as FAO Reference Centre, the Panel of Veterinary Public Health of Freie Universität Berlin shall collaborate only with members of FAO, the United Nations, any of its Specialized Agencies or the International Atomic Energy Agency.

3. Reporting

- 3.1. The FAO Reference Centre shall submit to Dr. Juan Lubroth, Chief, Animal Health Service/Chief Veterinary Officer, FAO (juan.lubroth@fao.org and AGAH-Reference-Centre@fao.org) an annual report of its activities in the areas of collaboration, covering the previous calendar year, by 1 March. A short report template will be provided by FAO.
- 3.2. The first report shall be submitted no later than 12 months after the entrance into effect of this designation.
- 3.3. FAO will contact the FAO Reference Centre for the preparation of any additional reports, if necessary.

* Financial support of these activities could be subject to a specific agreement between both parties or procurement through FAO tendering procedures as applicable.

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4. Financial implications for FAO

This designation does not entail any financial implications on the part of FAO.

5. Use of FAO's Name, Emblem and other Logos by the FAO Reference Centre

5.1. The FAO Reference Centre may use the FAO name, emblem and other logos in its paper documentation and electronic means of communication, in particular on its Website, under the conditions set forth below and only during the period when the designation of FAO Reference Centre remains valid.

5.2. The FAO name, emblem and other logos are to be used by the FAO Reference Centre solely for correspondence related to its activities as a FAO Reference Centre.

5.3. If the FAO name, emblem and other logos are used in the letterhead or the Centre's Website, their size should be smaller than the size of those of the institute.

5.4. Any document issued by the Centre mentioning "FAO Reference Centre" shall include a reference to this letter of designation by FAO.

5.5. If the language used by the FAO Reference Centre in its communications is a language other than the languages of FAO (Arabic, Chinese, English, French, Russian and Spanish), one of the latter should also be included.

5.6. All other uses of FAO's name, emblem and other logos require the prior written approval of FAO.

6. Intellectual Property Rights

All intellectual property rights shall remain, in principle, with the originating party. Different clauses on intellectual property rights, such as joint property rights or the granting of specific licenses, will be agreed in writing on a case by case basis.

7. Confidentiality

Neither party nor its personnel shall communicate to any other person or entity any confidential information made known to it by the other party in the course of the performance of the work under the letter of designation, nor shall it use this information to private or corporate/industry advantage. This provision shall survive the expiration or termination of the letter of designation.

8. Privileges and Immunities of FAO

Nothing in the letter of designation of the FAO Reference Centre, or in any document relating thereto, shall be construed as constituting a waiver of the privileges and immunities of the Food and Agriculture Organization of the United Nations, nor as conferring any privileges or immunities of the Organization to the FAO Reference Centre, or its personnel.

9. Applicable Law

The letter of designation and any dispute arising therefrom shall be governed by general principles of law, to the exclusion of any single national system of law.

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13. Termination

13.1. This Agreement, and consequently the designation as FAO Reference Centre, may be terminated by either party upon thirty days written notice given to the other party. The parties shall not be required to provide reasons for termination.

13.2. In the event of termination, the parties shall agree on measures required for the orderly conclusion of ongoing activities.