



Our Ref.:

Your Ref.:

26 SEP 2016

Dear Prof. Dr. Zentek,

I refer to the communication dated 1 June 2016, whereby the Center for Veterinary Public Health (Center VPH) at the Department of Veterinary Medicine of the Freie Universität (FU) Berlin expresses its interest in being redesignated as "FAO Reference Centre for veterinary public health".

By the exchange of letters between the Food and Agriculture Organization of the United Nations (FAO) and the Center for Veterinary Public Health (Center VPH) at the Department of Veterinary Medicine of the Freie Universität (FU) Berlin, (formerly known as Panel of Veterinary Public Health of Freie Universität of Berlin), consisting of the letter from the Deputy Director-General (Knowledge) of FAO to the Dean of the Freie Universität of Berlin, Faculty of Veterinary Medicine dated 14 September 2012, and the letter from the Dean of Freie Universität of Berlin, Faculty of Veterinary Medicine, to the FAO Deputy Director-General dated 24 September 2012 and received by FAO on 28 September 2012, your Institute was designated as "FAO Reference Centre for veterinary public health" for four years, that is, until 27 September 2016. By the same exchange of letters, FAO and the Center VPH at the Department of Veterinary Medicine of FU Berlin agreed on the terms and conditions applicable to the designation.

In accordance with the said terms, upon positive review, your institute may be redesignated as FAO Reference Centre with mutually agreed terms of reference and work plan for a specified period of time. Following FAO's review on the degree of progress and compliance with the 'Areas of Collaboration' agreed upon by the above mentioned exchange of letters, and the quality of the contributions made to assist FAO in its mission of providing authoritative advice to its Members, I am pleased to inform you that the designation of the Center VPH at the Department of Veterinary Medicine of FU Berlin as "FAO Reference Centre for veterinary public health" is hereby renewed for a further four-year period starting from 28 September 2016 until 27 September 2020. It is therefore proposed that, during the period of redesignation, your Institute collaborates with FAO in accordance with the terms and conditions contained in the Annex to this letter.

If you agree to this redesignation, and to the terms and conditions contained in the Annex to it, 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 the Organization's effort to assist its Members and in particular developing countries, I look forward to your acceptance of this redesignation.

Yours sincerely,

Ren Wang  
Assistant Director-General,  
Agriculture and Consumer Protection Department

Prof. Dr. Jürgen Zentek  
Dean  
The Dean's Office,  
Department of Veterinary Medicine  
Freie Universität Berlin  
Berlin

cc: Dr. Karin Schwabenbauer  
Chief Veterinary Officer  
Directorate of Animal Health and Animal  
Welfare  
Federal Ministry of Food and Agriculture  
Berlin

## TERMS AND CONDITIONS OF THE DESIGNATION

### 1. Introduction

1.1. The Center for Veterinary Public Health (Center VPH) at the Department of Veterinary Medicine of the Freie Universität (FU) 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 Center for Veterinary Public Health (Centre VPH) at the Department of Veterinary Medicine of the Freie Universität (FU) 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 detection and identification of zoonotic agents and detection and identification of antimicrobial resistance (AMR) along the animal value and food chain in order to increase food safety and hygiene in a “one-Health” context from the food producer at the beginning to the consumer at the end of chain

With regards to LABORATORY issues this in particular comprises and emphasizes:

- (emergency) confirmatory laboratory services without charge to FAO or to countries which are FAO members with greater emphasis on the zoonotic agents along the food chain namely *Campylobacter* spp., *Yersinia* spp., *Vibrio* spp. in the fully accredited laboratory of the now expanded Institute of Food Safety and Hygiene (with Meat Hygiene now being an integrated Section);
- continuation of sero- and genotyping of *Salmonella* spp. along the food chain;
- typing of antimicrobial resistance (AMR) with a special focus on ESBL.

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. Furthermore provide veterinary public health (VPH) capacity development in and for South East Asia, China, and Eastern and Southern Africa. With regards to capacity development issues this in particular comprises and emphasizes:
  - Levelling up the cooperation with the longstanding partner University of Chiang Mai (CMU) and its SE Asian partners to joint individual PhD support
  - Broadening cooperation to international VPH exposure of last year students of CMU and FU Berlin (student exchange) and further partner in the SE Asian region
  - Embarking strongly (and continuing) on curriculum support to the newly established Master in Veterinary Public Health (MVPH) Program at the partner university Shandong Agricultural University in Taiwan, China,
  - and in doing so, establishing an Expert Support Network based on Alumni from FU Berlin Institutes and the Joint Postgraduate programmes of FU Berlin
- 2.1.5. Provide translation of field research and scientific evidence in VPH into policies and operational guidelines. With regards to TRANSLATIONAL issues this in particular comprises and emphasizes developing VPH, One Health and Transboundary Disease Management support (also for regions in Africa and the Caucasus where the FAO Reference Centre has been and /or are is supportive), such as in the form of webinars jointly organized with FAO and NGOs; field manuals e.g. for project planning and management; elective series for undergraduate and graduate classes and the like.
- 2.1.6. 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.
- 2.1.7. Advise on surveillance and control on zoonotic agents along the animal production chain and at slaughter, hygiene of processing and meat inspection. \*
- 2.1.8. 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. \*
- 2.1.9. Advise with regard to antibiotic residues in meat.
- 2.1.10. Advise on animal welfare along the animal production chains and slaughter facilities, including Standard Operating Procedures (SOP) like standards. \*
- 2.1.11. Assist in professional development and capacity building with regard to biosecurity along the production chain, meat hygiene and zoonotic agents in slaughter animals. \*
- 2.1.12. Organize scientific meetings, educational activities, webinars, email discussions and individual and group training on surveillance, prevention and control of zoonotic pathogens, upon request. \*

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

2.1.13. Develop a time line 2016 – 2020 in a Strategic Planning Workshop.

2.2. In its capacity as FAO Reference Centre, the Center for Veterinary Public Health (Centre VPH) at the Department of Veterinary Medicine of the Freie Universität (FU) 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](mailto:juan.lubroth@fao.org) and [AGAH-Reference-Centre@fao.org](mailto: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.

### **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.

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

**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.

**10. Settlement of Disputes**

10.1. Any dispute between the parties concerning the interpretation and the execution of the letter of designation, or any document or arrangement relating thereto, shall be settled by negotiation between the parties. If the dispute is not settled by negotiation between the parties, it shall, at the request of either party, be submitted to one conciliator. Should the parties fail to reach agreement on the name of a sole conciliator, each party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.

10.2. Any dispute between the parties that is unresolved after conciliation shall, at the request of either party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force.

10.3. The conciliation or the arbitration proceedings shall be conducted in the language in which the letter of designation is drafted provided that it should anyway be one of the six languages of the Organization (Arabic, Chinese, English, French, Russian and Spanish). In cases in which the language of the letter of designation is not a language of the Organization, the conciliation or the arbitration proceedings shall be conducted in English.

10.4. The parties may request conciliation during the execution of the letter of designation and anyway not later than twelve months after the expiry or the termination of the letter of designation. The parties may request arbitration not later than ninety days after the termination of the conciliation proceedings.

10.5. Any arbitration award rendered in accordance with the provisions of this Article shall be final and binding on the parties.

**11. Period of Designation**

The designation as an FAO Reference Centre shall come into effect upon acceptance of these terms and conditions. The designation shall remain in effect for a period of four years. The designation may be extended by FAO beyond such period upon positive review, as described below.

## **12. Joint Mid-Point Review, Final Review and Renewal of Designation**

12.1. Two years after the designation comes into effect, the collaboration shall be subject to a joint mid-point review between the Animal Health Service of FAO and the FAO Reference Centre. Due consideration shall be given to the annual reports submitted by the FAO Reference Centre to FAO.

12.2. At the end of the four-year period, the collaboration shall be subject to a final review.

12.3. The mid-point review and the final review shall be based on the degree of progress and/or compliance with the 'Areas of Collaboration' (paragraph 2) and the quality of the contributions made to assist FAO in its mission of providing authoritative advice to its members.

12.4. Upon positive review, the designation as FAO Reference Centre may be renewed with mutually agreed terms of reference and a work plan for a specified period of time. If interested, the FAO Reference Centre should contact the Animal Health Service of FAO not less than six months before the four-year period to discuss the possibility of renewing the designation.

## **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.