PHẦN VĂN BẢN KHÁC

BỘ NGOẠI GIAO

BỘ NGOẠI GIAO	**CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM** **Độc lập - Tự do - Hạnh phúc**
Số: 26/2012/TB-LPQT	*Hà Nội, ngày 23 tháng 4 năm 2012*

THÔNG BÁO
Về việc điều ước quốc tế có hiệu lực

Thực hiện quy định của Luật Ký kết, gia nhập và thực hiện điều ước quốc tế năm 2005, Bộ Ngoại giao trân trọng thông báo:

Bản ghi nhớ giữa Chính phủ các quốc gia thành viên Hiệp hội các quốc gia Đông Nam Á (ASEAN) và Tổ chức Thú y thế giới (OIE), ký tại Gia-các-ta, In-đô-nê-xi-a ngày 07 tháng 10 năm 2011, có hiệu lực đối với Việt Nam và các Bên ký kết khác kể từ ngày 07 tháng 10 năm 2011.

Bộ Ngoại giao trân trọng gửi Bản sao Bản ghi nhớ theo quy định tại Điều 68 của Luật nêu trên./.

TL. BỘ TRƯỞNG
KT. VỤ TRƯỞNG
VỤ LUẬT PHÁP VÀ ĐIỀU ƯỚC QUỐC TẾ
PHÓ VỤ TRƯỞNG

Lê Thị Tuyết Mai

MEMORANDUM OF UNDERSTANDING
BETWEEN
MEMBERS OF THE ASSOCIATION OF SOUTHEAST ASIAN NATIONS (ASEAN)
AND
THE WORLD ORGANISATION FOR ANIMAL HEALTH (OIE)

The Governments of Brunei Darussalam, the Kingdom of Cambodia, the Republic of Indonesia, the Lao People's Democratic Republic, Malaysia, the Republic of the Union of Myanmar, the Republic of the Philippines, the Republic of Singapore, the Kingdom of Thailand and the Socialist Republic of Viet Nam, Member States of the Association of Southeast Asian Nations ("ASEAN"), hereinafter referred to individually as "ASEAN Member State" or collectively as "ASEAN Member States".

and

The World Organisation for Animal Health, with headquarters at 12 rue de Prony, 75017 Paris, France, hereinafter referred to as "the OIE", duly represented by its Director General, Dr. Bernard Vallat.

RECOGNISING that the OIE has developed the World Animal Health Information System (WAHIS), an on-line information system for the submission and reporting of official animal disease information by OIE member countries to the OIE;

NOTING that a number of regional organisations have already established regional animal disease reporting systems and therefore recognising the need to avoid duplication and

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inconsistencies in disease reporting and to streamline the reporting process;

NOTING that the ASEAN Regional Animal Health Information System (ARAHIS) was therefore developed under a project funded by the Australian Government's Overseas Aid Program (AusAID), in partnership with ASEAN Member States, as a WAHIS Regional Core (WRC), which allows disease information for nominated priority animal diseases in ASEAN Member States to be shared privately within ASEAN, and for confirmed outbreak reports to be transferred electronically to the WAHIS;

DESIRING to improve animal disease control within ASEAN, through information sharing in order to achieve a coordinated response and thus improve early disease detection;

Have reached the following understanding:

Section I
Definitions and Interpretations

i. "ARAHIS national coordinators" refer to representatives of respective ASEAN Member States, who are appointed by their respective Senior Officials Meeting for ASEAN Ministers of Agriculture and Forestry (ASEAN SOM-AMAF) Leaders to manage ARAHIS matters.

ii. "ARAHIS priority diseases" include Foot and Mouth disease, Newcastle Disease, Notifiable Avian Influenza, Classical Swine Fever, rabies and any other animal diseases designated by ASWGL.

iii. "ARAHIS regional coordinator" refers to the representative of the ten ASEAN Member States, appointed by ASWGL in managing the ARAHIS.

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iv. "ASWGL" means the ASEAN Sectoral Working Group on Livestock, which consists of members of the ARAHIS Management Committee.

v. "Chief Veterinary Officer" means the official delegate representative of an ASEAN Member State to the OIE

vi. "OIE-listed diseases" refer to animal diseases designated by OIE, which are notifiable to OIE through the WAHIS

vii. "WAHIS" refers to World Animal Health Information System, which is a global animal health information system, managed by OIE.

viii. "WRC" or "WAHIS Regional Core" refers to ASEAN Regional Animal Health Information System (ARAHIS) in this Memorandum of Understanding.

Section II
Purpose of this Memorandum of Understanding

This Memorandum of Understanding establishes procedures, guidelines and obligations governing linkage between ARAHIS and WAHIS and the management of ARAHIS, which is hosted by OIE and implemented for the benefit of ASEAN Member States.

Section III
OIE obligations

OIE shall:

(i) Host the ARAHIS on its hardware at no cost whatsoever to ASEAN Member States.

(ii) Maintain regular backups of the data on system.

(iii) Take necessary measures deemed reasonable to ensure the physical and electronic security of the system.

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(iv) Treat the data held on ARAHIS as confidential. OIE does not have the right to view any ARAHIS data unless as required for system maintenance, and shall not treat any ARAHIS reports as official OIE reports unless authorised by the respective individual ASEAN Member State, which has provided the data through its Chief Veterinary Officer.

(v) Offer ARAHIS to display the OIE validated data of ASEAN Member States from the WAHIS database, namely outbreak details from immediate notifications and follow-ups for ARAHIS priority diseases.

Section IV
ASEAN Member States obligations

ASEAN Member States shall:

(i) Participate fully to the extent possible, in the ARAHIS, submitting information on all outbreaks of ARAHIS priority diseases when mutually agreed by ASEAN Member States.

(ii) Periodically transfer data on confirmed outbreaks of endemic ARAHIS priority diseases from ARAHIS to the OIE WAHIS, using an automated data transfer facility. These data shall be treated as official reports from the Chief Veterinary Officers of the respective ASEAN Member States for routine disease information updates on the diseases.

(iii) Submit immediate notification and follow up reports on the confirmed outbreaks of OIE-listed diseases in respective ASEAN Member States, which were previously absent, through WAHIS.

(iv) Ensure that the data provided by the OIE to display information on ARAHIS website for exceptional

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disease events of ARAHIS priority diseases occurring in an ASEAN Member State is unable to be edited or changed by other ARAHIS users.

Section V
System Management

1. ASEAN Member States shall manage ARAHIS through ARAHIS Management Committee, The ARAHIS Management Committee is authorised and responsible for making decisions regarding the development of the system. The system shall be operated by the ARAHIS national coordinators and a regional coordinator nominated by ASEAN Member States. Any significant modification to ARAHIS, which would affect the transfer of data on ARAHIS priority diseases to WAHIS, shall be done in consultation with OIE. ASEAN Member States shall be informed by OIE of any major changes to WAHIS, which shall impact ARAHIS, prior to the modification.

2. The ARAHIS Management Committee shall work closely with the OIE on any developments with respect to ARAHIS and obtain advice on issues of compatibility with the OIE WAHIS notification system and reporting requirements.

3. With regard to modifications to system functionality

(i) OIE and the ASEAN Member States shall decide on the recruitment of a programmer to make the changes as mutually agreed by ASEAN Member States and OIE.

(ii) Once decided by the ARAHIS Management Committee, the OIE shall provide reasonable access to the programmer to a copy of the WAHIS source code in relation with WRC and server computers to allow the new code to be developed, consistent with OIE's security requirements.

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(iii) OIE shall not be required to provide any access to any other systems (such as other components of WAHIS) with regard to programmer's access.

(iv) OIE has the right to test any code developed on its own test servers before implementation.

(v) OIE reserves the right to refuse to implement newly developed code if potential security and data integrity problems are discovered.

(vi) OIE shall install and update ARAHIS codes providing functionality requested by ASEAN Member States on its server in accordance with instructions notice given by ASEAN Member States through its ARAHIS regional coordinator, unless security or data integrity issues are identified.

4. In relation to funding system modifications, OIE shall pay the ongoing hosting costs of maintaining ARAHIS.

Section VI
Data Ownership

Data submitted to the ARAHIS is owned by the individual ASEAN Member State which submitted the data.

Section VII
Ownership of Code

The source code of the ARAHIS is jointly owned by ASEAN Member States and the OIE. Ownership of code for future extensions to the ARAHIS shall be determined by ASEAN Member States, in consultation with OIE.

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Section VIII
Data Submission

1. Data submitted to ARAHIS is based on two different levels of authority:

(i) For submission of data to ARAHIS for endemic ARAHIS priority diseases the appointed national coordinators shall be given authority by their respective Chief Veterinary Officers to immediately submit reports of suspected and confirmed outbreaks to the system.

(ii) For transfer of data for endemic ARAHIS priority diseases from ARAHIS to WAHIS, the normal rules in force within each ASEAN Member State for submission of data to OIE shall apply. The Chief Veterinary Officer of respective ASEAN Member State must give approval for any official submission of data pertaining to his country to OIE.

2. In relation to data submitted to WAHIS:

(i) Each ASEAN Member State shall through WAHIS, ensure the completion of six-monthly reports for the information on OIE-listed diseases that are not ARAHIS priority diseases and that are not transferred automatically from ARAHIS to WAHIS as well as the annual report.

(ii) Each ASEAN Member State shall submit immediate notification and follow-up reports through the WAHIS system.

3. In order to facilitate electronic upload of data from national systems to ARAHIS, the ARAHIS regional coordinator shall provide ASEAN Member States with updated versions of

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standard electronic data submission formats, as and when they become available.

Section IX
Financial Arrangements

The financial arrangements to cover expenses for the implementation of this Memorandum of Understanding shall be mutually agreed upon by ASEAN Member States and OIE on a case-by-case basis subject to availability of funds.

Section X
Protection of Intellectual Property Rights

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the ASEAN Member States and with other international agreements signed by both ASEAN Member States and OIE.

2. The use of the name, logo and/or official emblem of ASEAN or OIE on any publication, document and/or paper is prohibited without the prior written approval of respective Parties, which are ASEAN Member States and OIE.

3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out:

(a) jointly by ASEAN and OIE or research results obtained through the joint activity effort of ASEAN and OIE, shall be jointly owned by ASEAN and OIE in accordance with the terms to be mutually agreed upon; and

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(b) solely and separately by the Parties or the research results obtained through the sole and separate effort of the Parties, shall be solely owned by the Parties concerned.

Section XI
Confidentiality

1. Both ASEAN Member States and OIE shall undertake to observe the confidentiality and secrecy of documents, information and/or other data received or supplied to the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.

2. Both ASEAN Member States and OIE agree that the provisions of this Section shall continue to be binding between them notwithstanding the termination of this Memorandum of Understanding.

Section XII
Revision, Modification and Amendment

1. Either ASEAN Member States or the OIE may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.

2. Any revision, modification or amendment mutually agreed to by ASEAN Member States and the OIE shall be reduced into writing and shall constitute an integral and inseparable part of this Memorandum of Understanding.

3. Such revision, modification or amendment shall come into effect on such date as may be determined by both ASEAN Member States and the OIE.

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4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

Section XIII
Settlement of Disputes

Any difference or dispute between the OIE and ASEAN Member States concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiation between them without reference to any third party or international tribunal.

Section XIV
Effective Date, Duration and Termination

1. This Memorandum of Understanding shall come into effect on the date of its signature and shall be valid for a period of five (5) years. Thereafter, it may, by mutual agreement, be extended for such further period or periods and upon such terms and conditions as may be mutually agreed in writing by ASEAN Member States and the OIE.

2. Notwithstanding anything in this Section, either ASEAN Member States or the OIE may terminate this Memorandum of Understanding by giving written notification of its intention to terminate this Memorandum of Understanding by giving at least three (3) months prior written notice of its intention to do so.

3. Upon the termination of this Memorandum of Understanding, in accordance with paragraph 2 of this Section, all ongoing activities and programmes commenced under this Memorandum of Understanding shall be completed or resolved

in such manner as may be amicably decided upon by ASEAN Member States and the OIE.

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of the OIE, or the Governments of the respective ASEAN Member States, have signed this Memorandum of Understanding.

SIGNED at Jakarta, Indonesia on this Seventh Day of October in the year Two Thousand and Eleven in two (2) original texts.

For OIE:

BERNARD VALLAT
Director General

2 Nov 2011

For the Government of Brunei Darussalam:

PEHIN DATO YAHYA
Minister of Industry and Primary Resources

For the Royal Government of the Kingdom of Cambodia:

CHAN TONG YVES
Secretary of State
Ministry of Agriculture, Forestry and Fisheries

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For the Government of the Republic of Indonesia:

SUSWONO
Minister of Agriculture

For the Government of the Lao People's Democratic Republic:

VILAYVANH PHOMKHE
Minister of Agriculture and Forestry

For the Government of Malaysia:

NOH BIN OMAR
Minister of Agriculture and Agro-Based Industry

For the Government of the Republic of the Union of Myanmar:

OHN THAN
Deputy Minister of Agriculture and Irrigation

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For the Government of the Republic of the Philippines:

JOEL S. RUDINAS
Undersecretary of Agriculture

For the Government of the Republic of Singapore:

MOHAMAD MALIKI BIN OSMAN
Senior Parliamentary Secretary for National Development and Defence

For the Government of the Kingdom of Thailand:

THEERA WONGSAMUT
Minister of Agriculture and Cooperatives

For the Government of the Socialist Republic of Viet Nam:

NGUYEN THI XUAN THU
Vice Minister of Agriculture and Rural Development

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