

**DRAFT  
MEMORANDUM OF UNDERSTANDING  
ON THE TRADE IN LIVE ANIMALS**

**BETWEEN**

**THE GOVERNMENT OF [INSERT THE NAME OF THE COUNTRY]**

**AND THE**

**GOVERNMENT OF THE AUSTRALIA**

**THIS MEMORANDUM OF UNDERSTANDING** expresses the understandings of the Government of [Insert the name of the country] and the Government of Australia (herein referred to as “the Parties”) concerning cooperation in the fields of animal health and welfare and veterinary public health in relation to the importation into [Insert the name of the country] of Live Animals from Australia,

Desiring to cooperate in the fields of animal health and welfare, veterinary public health, exchange of information and other matters with a view to facilitating the export of Live Animals from Australia to [Insert the name of the country] in a manner that protects the welfare of the animals and minimises the risk of the spread of infectious and contagious diseases from the territory of one Party to the territory of the other,

Noting that the health, welfare and safety of the Live Animals which are subject to trade is of paramount concern to the Parties,

Acknowledging the rights and obligations of both countries as Members (or future Members) of the World Trade Organization (WTO) and the World Organisation for Animal Health (OIE),

Recognising that the risks associated with the trade in Live Animals needs to be managed and mitigated through the supply chain and the important role of the private sectors of both countries in the [Insert the name of the country] – Australia relationship,

Recognising the importance of exports of Live Animals from Australia to [Insert the name of the country],

The Parties have reached the following understandings:

**A. GENERAL DISPOSITIONS**

1. This Memorandum of Understanding will provide the framework for the export of Live Animals from Australia to [Insert the name of the country].

2. The paragraphs of this Memorandum of Understanding are intended to be read consistently with relevant international science based standards and guidelines, including those of the OIE and the WTO Agreement on the Application of Sanitary and Phytosanitary Measures (the “SPS Agreement”).

3. The paragraphs of this Memorandum of Understanding are subject to the applicable domestic laws of the countries of the Parties and the international law applicable to the Parties as those laws apply from time to time.

## **B. DEFINITIONS**

4. **AQIS** refers to the Australian Quarantine and Inspection Service, the Australian Government agency responsible for issuing certification attesting to the health status of Consignments and granting of permission to export.

5. [ ] refers to [Authority], the [Insert the name of the country] Government agency responsible for issuing import permits and conducting veterinary inspections.

6. **Assembly Point** refers to a registered premise, or place registered by AQIS for the purpose of holding Live Animals prior to export.

7. **Consignment** refers to Live Animals intended to be exported to one destination and may be described by reference to the Exporter, the consignee, method of transport, kind of animals, the number of animals, the weight of the animals and any other characteristic of the animal, or a combination of these characteristics.

8. **DAFF** refers to the Australian Government Department of Agriculture, Fisheries and Forestry.

9. **Exporter** refers to a person or entity that holds a valid licence to export Live Animals issued by AQIS and intends to export the Live Animals.

10. **Export Permit** refers to the official document issued by AQIS to the Exporter.

11. **Health Certificate** refers to the official document issued by AQIS in accordance with the Australian Government obligations under OIE attesting to the health status of the Live Animals.

12. **Importer** refers to a person or entity that intends to import the Live Animals, and holds a valid Import Permit.

13. **Import Permit** refers to the official documentation issued by [Authority] in [Insert the name of the country] specifying the health and welfare requirements for importing a Consignment as contained in the Annex to this Memorandum of Understanding.

14. **Live Animals** refers to an animal or group of animals that is intended to be exported alive to a [Insert the name of the country] that requires certification as to any matter in relation to that animal or group of animals.

15. **OIE** refers to the World Organisation for Animal Health.

16. **Shipment** refers to the sum total of animals in one or more Consignments intended to be exported on one vessel.

17. **Quarantine Holding Facility** refers to a land-based operational facility within the territorial jurisdictional of [Insert the name of the country] that meets the requirements specified in Section E of this Memorandum of Understanding.

**C. PROVISIONS REGARDING THE PROTECTION OF HEALTH, WELFARE AND SAFETY OF LIVE ANIMALS AND THE TRADE IN LIVE ANIMALS**

**General Assurances**

18. Details of the specific import provisions regarding the protection of health, welfare and safety of Live Animals and the trade in Live Animals for [Insert the name of the country] are contained in the Annex.

19. Australia will implement quality assurance and audit systems to meet the import requirements of [Insert the name of the country] as contained in the Annex.

20. [Insert the name of the country] will accept at the port of destination any Consignment that meets the requirements contained in the Annex and specified in the Import Permit and that has been certified by AQIS to meet those requirements.

21. Where [Insert the name of the country] suspects there are grounds for possible rejection of a Consignment, the Parties will initiate the consultation process outlined in paragraph 30 of this Memorandum of Understanding before a formal rejection is issued.

22. [Authority] in [Insert the name of the country] will not, except in circumstances outlined in paragraph 30, accept a Consignment on a vessel originating in Australia unless it has issued an Import Permit for that Consignment and an Export Permit has been issued by AQIS for that Consignment for [Insert the name of the country].

**Specific Assurances**

23. Import Permits on individual Consignments issued by [Insert the name of the country] will be in accordance with the specific provisions contained in the Annex.

24. [Insert the name of the country] will provide to AQIS and any other relevant parties a copy of the Import Permit in sufficient time to allow the sourcing and preparation of Live Animals to meet those specified requirements.

25. Notification of the Import Permit will be accepted as being given at the time it is actually received by AQIS.

26. DAFF commits to facilitate any visits requested by veterinary officials from [Insert the name of the country] (or their nominated qualified representatives) to inspect Live Animals being held at relevant Australian ports or Assembly Points prior to embarkation on a vessel. [Insert the name of the country] commits to notify DAFF or the Australian Embassy accredited to [Insert the name of the country] of any proposed inspection to provide adequate time to allow DAFF to facilitate the inspection. All costs associated with this inspection process are the responsibility of the Government of [Insert the name of the country].

27. For each Consignment, AQIS will issue:
- (i) A Health Certificate attesting to compliance with [Insert the name of the country] import requirements as contained in the Annex and as notified in the Import Permit provided by [Authority] in [Insert the name of the country]; and
  - (ii) An Export Permit in accordance with relevant Australian legislation and in accordance with the import requirements of [Insert the name of the country] as contained in the Annex.

#### **D. INSPECTION**

28. [Insert the name of the country] will inspect the Live Animals from Australia destined for [Insert the name of the country] on board the vessel within 12 hours of docking at the port of destination. Inspections will be conducted by appropriately qualified persons.

29. Where an inconsistency is suspected between the Consignment and requirements contained in the Annex that raises the possibility of a rejection of the Consignment, both Parties recognise the need for timely and effective action to address the situation.

30. If, after the initial inspection, any Live Animals are suspected of not meeting the import requirements of [Insert the name of the country] as contained in the Annex:

- (i) [Insert the name of the country] will notify DAFF immediately;
- (ii) Within 24 hours of the initial inspection, [Insert the name of the country] will commence transfer of the entire Shipment to a land-based Quarantine Holding Facility,
- (iii) Within 24 hours of the initial inspection, officials and relevant advisers from both Parties will meet to determine the condition of the Live Animals, their treatment and the timing of future meetings if necessary. This may include one or more of the following, as arranged between the Parties:
  - a. joint inspection by [Insert the name of the country] and designated representatives of Australia;
  - b. a second inspection after a specified period;
  - c. use of mutually determined diagnostic tests;
  - d. repeat diagnostic testing and analysis at an independent OIE approved laboratory;
  - e. inspection by an independent party;
  - f. referral to, or consultation with, independent veterinarian authorities such as OIE; and
- (iv) The processes in this Paragraph will occur before final veterinary inspection and any determination of whether or not the Live Animals meet the import requirements of [Insert the name of the country] as contained in the Annex.

#### **E. QUARANTINE HOLDING FACILITY**

31. When required under paragraph 30 [Insert the name of the country] will identify a suitable land-based Quarantine Holding Facility to humanely accommodate Live Animals suspected of not meeting import requirements as contained in the Annex.

32. The Quarantine Holding Facility will:

- (i) be as close to port facilities as possible;

- (ii) provide sufficient isolation to avoid potential contamination of the Live Animals through contact or exposure to diseases of local animals and to avoid any contamination of local animals from any suspected diseases of the Live Animals; and
  - (iii) protect fully the welfare of the Live Animals including the provision of adequate feed and water, shelter shade and veterinary care.
33. The Quarantine Holding Facility:
- (i) must be approved by [Insert the name of the country];
  - (ii) may be owned and operated by [Insert the name of the country] or the private sector and relevant industry of either Australia or [Insert the name of the country].

## **F REJECTION OF CONSIGNMENTS**

34. [Insert the name of the country] may only reject a Consignment if the Consignment fails to meet the health requirements contained in the Annex, but only after the completion of the processes outlined in Paragraph 30.
35. If [Insert the name of the country] rejects the Consignment, the Live Animals must be:
- (i) expeditiously and humanely slaughtered in the Quarantine Holding Facility or other suitable facility within the territorial jurisdiction of [Insert the name of the country]; or
  - (ii) dealt with by other measures as arranged between the Parties.
36. The Parties will ensure that the cost of holding, slaughtering or any other relevant activities will be covered by the Importers or Exporters or both.

## **G. IMPLEMENTATION**

### **Implementing Agencies**

37. The implementing agencies for this Memorandum of Understanding will be the [Authority] in [Insert the name of the country] and DAFF for Australia.

### **Communication**

38. Both Parties recognise the fundamental importance of timely and effective communication and notification as soon as possible if practices are identified that are inconsistent with this Memorandum of Understanding.
39. The relevant representative of each Party for notification purposes pursuant to this Memorandum of Understanding will be:
- (i) [contact details for representative authority, Insert the name of the country]; and
  - (ii) DAFF Agriculture Counselor,### Australian Embassy, ###, .

### **Consultative Mechanism**

40. With a view to further strengthening cooperation in animal health and welfare and safety matters as they relate to the live animal trade more broadly between Australia and [Insert the name of the country], the Parties may meet for consultations covering animal

health and welfare and safety matters of mutual interest, for the purpose of considering relevant policies, inspection and certification issues and cooperation activities.

41. In addition to any meetings pursuant to paragraphs 30 and 40 of this Memorandum of Understanding, the relevant officials from the Parties will meet at least annually to discuss performance under this Memorandum of Understanding, and any other matters relating to the live animal trade.

42. These meetings will complement rather than replace other established bilateral meetings on these or other issues.

43. The Parties will fund their own participation in activities under this Memorandum of Understanding, unless the Parties mutually decide otherwise.

## **H. DISPUTE SETTLEMENT**

44. Both Parties will endeavour to settle any differences (without unreasonable delay) arising in relation to this Memorandum (including differences over its interpretation and application) by peaceful consultations and without reference to a third party or tribunal for adjudication or arbitration.

## **I. COMMENCEMENT, AMENDMENT AND DURATION**

45. This Memorandum of Understanding will come into effect on the date on which it has been signed by both Parties.

46. This Memorandum of Understanding and Annex may be amended by mutual arrangement in writing between the Parties.

47. Either Party may terminate the Memorandum of Understanding at any time by giving six (6) months written notice to the other Party. The Memorandum of Understanding will cease to have effect six (6) months after that notice has been received.

**SIGNED** at ..... on this ..... day of ..... in two copies, one in each of the [...] and English languages. In the event that there is a conflict in interpretation, the English version will prevail.

**FOR THE GOVERNMENT OF**  
**[INSERT THE NAME OF THE COUNTRY]**

**FOR THE GOVERNMENT OF**  
**AUSTRALIA**