

**LETTER OF AGREEMENT (LOA) BETWEEN THE ORGANISMO
INTERNACIONAL REGIONAL DE SANIDAD AGROPECUARIA (OIRSA)
AND THE NORTH AMERICAN PLANT PROTECTION ORGANIZATION (NAPPO)**

The Organismo Internacional Regional de Sanidad Agropecuaria, from now on OIRSA, represented by its Executive Director, Efraín Medina Guerra and the North American Plant Protection Organization, from now on NAPPO, represented by its Executive Director, Stephanie Bloem,

CONSIDERING THAT:

OIRSA and NAPPO are regional plant protection organizations (RPPOs) recognized by the International Plant Protection Convention (IPPC);

OIRSA and NAPPO have similar missions in terms of plant protection and the facilitation of safe international trade;

OIRSA and NAPPO have members in common, represent border regions with high rates of movement of goods and people which implies a higher level of risk of inter-regional spread of quarantine pests and, consequently, higher needs for coordination towards effective protection of their natural resources without affecting trade or the movement of people;

OIRSA and NAPPO have collaborated in the past on a few projects; however, there is no established mechanism to foster collaboration between the two RPPOs;

A Letter of Agreement (LOA) between OIRSA and NAPPO would favor the exchange of technical information and the training of its personnel as well as that of the national plant protection organizations (NPPOs) of their member countries, avoid or reduce cross-border spread of regulated pests, improve the control of these pests, and facilitate safe interregional trade.

OIRSA and NAPPO AGREE TO

Collaborate in activities that facilitate the safe movement of plants, products and other regulated articles in their respective areas as outlined in this LOA.

Article One: OBJECTIVES

- a) Organize technical seminars and implement workshops related to plant protection and facilitate participation of representatives of countries in their regions in-order to improve agriculture and plant health.



- b) Facilitate technical cooperation in the field of plant protection with a view to encouraging countries in their regions to implement relevant regional and international phytosanitary standards.
- c) Establish a framework for specific work plans that may involve the transfer or allocation of financial resources which may arise in the future from shared concerns, or which respond to proposals for collaboration by one or more of the Parties.

Article Two: CONTRIBUTION OF THE PARTIES

Each party will contribute its human and financial resources in accordance with its own institutional rules and policies.

The OIRSA contribution will consist of:

- a) Allocating human resources to assist in the implementation of the agreed work plans;
- b) Allocating financial resources to allow the implementation of the agreed work plans.

Both human and financial resources will be contributed by OIRSA based on its own priorities and availability of resources.

The NAPPO contribution will consist of:

- a) Allocating human resources to assist in the implementation of the agreed work plans;
- b) Allocating financial resources to allow the implementation of the agreed work plans.

Both human and financial resources will be contributed by NAPPO based on its own priorities and availability of resources.

Article Three: COORDINATION

To facilitate the proper functioning of this LOA, the Parties agree to:

- a) The Executive Director of NAPPO or his/her designee, and the Executive Director of OIRSA or his/her designee, shall be responsible for maintaining official contact on all matters relating to this LOA and the projects and activities contemplated hereunder.
- b) Pursuant to section c) of Article One, the performance of specific actions for which financial resources may be allocated by either of the parties, both of the parties, or a third party or parties shall be governed by specific work plans which shall set forth, in each case, the objectives; means of actions; modes of participation; the obligations of each Party; contributions of technical, financial and human resources and provisions for the administration of those resources; budgets, including pertinent technical supervision and institutional support costs; indirect cost; and other factors necessary to guarantee satisfactory fulfillment of the work plan.
- c) Participate in each other's annual/regional meeting where opportunities will be provided for the two Parties to report on the status of this LOA and results of the annual work plan. Financial



resources to allow the participation in each other's annual/regional meeting will be allocated based on the priorities of each organization and the availability of resources.

Article Four: CONFIDENTIALITY

The Parties agree to exercise discretion and to act responsibly in the use of information derived from the present LOA, and each may not share same with third parties without written permission from the other.

Article Five: RECIPROCITY

Each Party to the present LOA pledges to recognize the contributions of the other(s) in the execution of the activities agreed upon, in publications, reports, informational material, messages and other means used to publicize these activities. The Parties agree to consult with each other, verbally or in writing, regarding the publication of the results and to acknowledge the contributions of the other.

Any document to be issued under OIRSA's name or bearing its logo to be published as part of a special project, joint project, research project or any other activity must adhere to OIRSA regulations regarding publications.

Any document to be issued under NAPPO's name or bearing its logo to be published as part of a special project, joint project, research project or any other activity must adhere to NAPPO regulations regarding publications.

Article Six: PROTECTION OF INFORMATION

If, during the implementation of the cooperation activities called for in the present LOA, or any derived from same, information, materials and/or equipment that need to be protected and classified are identified, the Parties will inform the competent authorities of same and establish in writing the corresponding measures to be taken, in compliance with existing rules and regulations.

Article Seven: PRIVILEGES AND IMMUNITIES

Nothing conferred in the present LOA or related to same, is to be considered an express or tacit renunciation of the immunities and privileges, exonerations and benefits enjoyed by OIRSA or NAPPO and its personnel in accordance with international law, treaties or international agreements or the national legislation of its Member Countries.

Article Eight: RESOLUTION OF CONTROVERSIES

Any controversy between as to the interpretation, application and implementation of the present LOA shall be resolved by mutual agreement between the Parties.

Article Nine: ENTRY INTO FORCE, DURATION, AND AMENDMENT

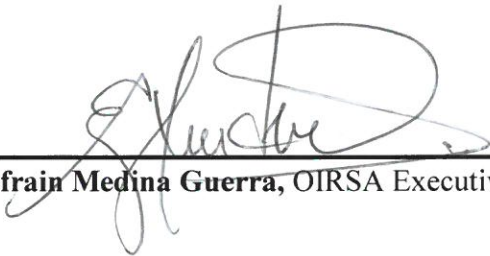


This LOA shall go into effect on the date when signed by the final signatory and shall remain in effect for a period of five (5) years unless either Party, after due consideration and by means of official notification, gives notice of its desire to terminate it in thirty days.

The terms of present LOA may be amended by mutual consent of the Parties via Addenda, which shall form an integral part of the present LOA. The present LOA may be amended only during its effective life. These Addenda may include work plans for specific activities such as workshops and training events.

The present LOA may be renewed, provided that, three months prior to the expiration date of same, and as a result of a joint evaluation, both parties provide written notice to confirm its renewal.

The authorized representatives of the Parties sign two copies of the present Letter of Agreement, each version being equally authentic, on October 18, 2017 in Merida, Yucatan, Mexico.



Efraim Medina Guerra, OIRSA Executive Director



Stephanie Bloem, NAPPO Executive Director