



**NAPPO**  
North American Plant Protection Organization  
Organización Norteamericana de Protección a las Plantas  
MEXICO - USA - CANADA

**LETTER OF UNDERSTANDING  
BETWEEN  
THE INTER-AMERICAN INSTITUTE FOR COOPERATION ON AGRICULTURE  
AND  
THE NORTH AMERICAN PLANT PROTECTION ORGANIZATION**

The North American Plant Protection Organization, (hereinafter NAPPO), represented in this Letter of Understanding by its Executive Director Stephanie Bloem, and the Inter-American Institute for Cooperation on Agriculture, (hereinafter IICA) represented by its Director General Victor Villalobos, who expressly delegates the power to sign in this act on his behalf to Robert Ahern, Leader of Agricultural health and Food Safety, hereby sign the present Letter of Understanding (LOU), subject to the following recitals and clauses:

**WHEREAS**

IICA has been the specialized agency for agriculture of the Inter-American System for more than 70 years, and its mission is “to encourage, promote and support our Member States in their efforts to achieve agricultural development and rural well-being through international technical cooperation of excellence”.

IICA provides direct technical cooperation through actions focused on four strategic objectives:

- To improve the productivity and competitiveness of the agricultural sector;
- To strengthen agriculture’s contribution to the development of territories and to rural areas and the well-being of the rural population;
- To improve agriculture’s capacity to mitigate and adapt to climate change, and make better use of natural resources; and
- To improve agriculture’s contribution to food security;

Within IICA, the overall objective of Agricultural Health and Food Safety (AHFS) is to promote a productive, profitable and competitive agricultural sector that provides safe food to local, regional and global markets through the application of appropriate sanitary and phytosanitary measures.

The specific objectives of AHFS are:

- Promote effective implementation of the World Trade Organization (WTO) Agreement on the Application of Sanitary and Phytosanitary Measures (SPS Agreement) and the active and effective participation of member countries in international SPS fora;
- Support modernization of national AHFS services to help member countries meet market requirements and adequately protect human, animal and plant health.
- Support the strengthening of member countries and their national services in their

- ability to address emerging AHFS issues and emergencies and support the development of technical skills in plant health, animal health and food safety.
- Support the adoption of best practices and the application of science to improve productivity in the agricultural sector.

NAPPO's mission and objectives are to:

- Encourage and facilitate cooperative efforts among its member countries - Canada, the United States and Mexico - to prevent the entry, establishment and spread of regulated pests in the NAPPO region and limit the economic impact of regulated non-quarantine pests;
- Facilitate and promote safe international trade in plants, plant products and other regulated articles; and
- Encourage and participate in similar hemispheric and global cooperative efforts.

These activities intend to help create a scientifically sound and consistent regulatory framework for commerce involving plants and plant products within and beyond the NAPPO region.

At a regional level NAPPO:

- Develops and adopts Regional Standards for Phytosanitary Measures (RSPMs) to harmonize the phytosanitary measures of its member countries in order to facilitate the safe movement of plants, plant products and other regulated articles into and within the NAPPO region;
- Provides a forum for government and industry to discuss phytosanitary issues of concern to the NAPPO region;
- Supports the work of the North American Free Trade Agreement Sanitary and Phytosanitary Measures Committee;
- Harmonizes plant protection activities in the NAPPO region;
- Encourages and facilitates training and capacity development of NAPPO stakeholders to implement NAPPO RSPMs and International Standards for Phytosanitary Measures (ISPMs);
- Encourages appropriate organizations to engage in research towards common NAPPO pest concerns;
- As appropriate, provides assistance to NAPPO member countries in mediating, presenting and discussing the required technical information to help avoid or settle a phytosanitary dispute; and
- Collects phytosanitary information from other regions or internationally and reports back on issues relevant to NAPPO member countries.

At a hemispheric level NAPPO:

- Encourages coordinated phytosanitary approaches in the hemisphere through active participation and collaboration with other institutions in the region;
- Collaborates with other RPPOs and international organizations to implement the provisions of the IPPC and its ISPMs and where appropriate, assists in the development and delivery of training or other assistance to facilitate this goal; and
- Encourages dialogue on phytosanitary issues to promote common interests or to

provide a mechanism for discussing differences.

At a global level NAPPO:

- Supports the IPPC Secretariat and the Commission on Phytosanitary Measures (CPM) by assisting in the development and implementation of ISPMs and other activities agreed to in the Convention;
- Exchanges technical information with other RPPOs and the IPPC Secretariat, concerning all aspects of plant protection;
- Encourages cooperative efforts among its member countries to participate in other international initiatives in support of plant protection or phytosanitary priorities of potential interest to the NAPPO region; and
- Actively participates in the annual Technical Consultation of RPPOs and other appropriate fora.

NAPPO and IICA have collaborated in the past in promoting the implementation of international phytosanitary standards by countries of the Americas and in organizing, promoting and presenting international science seminars on current and emerging pests which threaten the plant resources of the Americas; and

The ongoing collaboration between NAPPO and IICA represents an opportunity to increase the effectiveness of both organizations and will contribute to the achievement of their respective missions.

### **IICA and NAPPO AGREE TO**

Collaborate in activities that facilitate the safe movement of plants, products and other regulated articles in North America and the Western Hemisphere.

#### **Article One: OBJECTIVES**

- a) To organize technical seminars and implement workshops related to plant protection and facilitate participation of representatives of countries of the Americas in order to improve agricultural and plant health in the Hemisphere.
- b) To facilitate technical cooperation in the field of plant protection with a view to encouraging countries of the Americas to implement relevant regional and international phytosanitary standards.
- c) To establish a framework and a legal basis 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.

Of IICA:

- a) Identify and assess technical needs of countries with regard to the implementation of phytosanitary standards.
- b) Assist with the promotion of relevant seminars and events and, in some cases, facilitate the participation of countries' specialists to the events and seminars.
- c) Disseminate relevant phytosanitary information among countries of the Americas.

Of NAPPO:

- a) Provide organizational and technical expertise for seminars related to current plant protection issues.
- b) Promote the implementation of regional and international phytosanitary standards.
- c) Discuss annual work plans with IICA to identify collaboration possibilities, including research needs.

### **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 IICA 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 IICA 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 LOU, the Parties agree to:

- a) The Executive Director of NAPPO or his/her designee, and IICA Leader of Agricultural Health and Food Safety or his/her designee, shall be responsible for maintaining official contact on all matters relating to this LOU 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 LOU 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 LOU, and each may not share same with third parties without written permission from the other.

#### **Article Five: RECIPROCITY**

Each Party to the present LOU 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 IICA'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 IICA 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 LOU, 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: INTELLECTUAL PROPERTY**

Information and knowledge derived from original works that are subject to this LOU will be considered public goods. The Institute and its partners encourage the fair use of knowledge generated by this instrument under Creative Commons licenses. The Parties may, jointly or separately, provide the scientific or technical community with information and data derived from any actions within the framework of this collaboration, via any media they have agreed upon.

#### **Article Eight: PRIVILEGES AND IMMUNITIES**

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

#### **Article Nine: RESOLUTION OF CONTROVERSIES**

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

#### **Article Ten: ANTI-FRAUD AND ANTI-CORRUPTION POLICY**

IICA has in place mechanisms for the prevention, detection, reporting, denouncing and sanction of fraud and corruption that are an integral part of its best practices of governance and administration. Pursuant to its code of ethics, its values and the respective law in the country in which it operates, IICA maintains a zero tolerance approach with respect to fraud and corruption. This policy applies to both personnel of the Institute, as well as to individuals and companies with which it maintains a relationship in different activities.

#### **Article Eleven: ENTRY INTO FORCE, DURATION, AND AMENDMENT**

This LOU 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 LOU may be amended by mutual consent of the Parties via Addenda, which shall form an integral part of the present LOU. The present LOU 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 LOU 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 LOU, each version being equally authentic on November 1, 2016 in Montreal, Quebec, Canada.



---

**Robert Ahern**, Leader of Agricultural health and Food Safety



---

**Stephanie Bloem**, NAPPO Executive Director