No. 24369

MULTILATERAL

Agreement establishing an international foot and mouth disease vaccine bank (with annex). Concluded at London on 26 June 1985

Authentic text: English.
Registered by Ireland on 17 October 1986.

MULTILATÉRAL

Accord portant création d'une banque internationale de vaccins contre la fièvre aphteuse (avec annexe). Conclu à Londres le 26 juin 1985

Texte authentique : anglais.
Enregistré par l'Irlande le 17 octobre 1986.

AGREEMENT[1] ESTABLISHING AN INTERNATIONAL FOOT AND MOUTH DISEASE VACCINE BANK

Australia, the Republic of Finland, Ireland, New Zealand, the Kingdom of Norway, the Kingdom of Sweden and the United Kingdom of Great Britain and Northern Ireland,

Having regard to the desirability of maintaining stocks of concentrated antigen for the provision of emergency vaccination facilities in the event of serious outbreaks of foot and mouth disease;

Having determined to establish a Bank to be known as the International Foot and Mouth Disease Vaccine Bank;

Have agreed as follows:

Article I. In this Agreement:

(*a*) "Participant" means a Signatory State and a State which has acceded to this Agreement;

(*b*) "Signatory State" means a State which is named in the preamble to this Agreement;

(*c*) "Territory" includes any territory for whose international relations a Participant is responsible and its associated States;

(*d*) "United Kingdom" means the United Kingdom of Great Britain and Northern Ireland.

Article II. (1) The International Foot and Mouth Disease Vaccine Bank ("the Bank") shall be established at the Animal Virus Research Institute, Pirbright, England.

(2) A Commission formed of the Chief Veterinary Officers from each Participant ("the Commission") shall carry out the functions ascribed to it under this Agreement. Each Participant may nominate an alternate who may act as a member of the Commission in the event of the Chief Veterinary Officer of that Participant not being available. Except where it is provided otherwise, decisions of the Commission shall be taken by a simple majority of the total number of its members. The Commission shall adopt its own rules of procedure. The Commission may appoint a Technical Advisory Committee of acknowledged experts in the field of foot and mouth disease to assist in the determination of technical matters.

[1] Came into force on 26 June 1985 in respect of the following States upon their signature on that date, in accordance with article XVI (1):

State
Australia
Finland
Ireland
New Zealand
Norway
Sweden
United Kingdom of Great Britain and Northern Ireland

(3) The costs necessarily incurred in the carrying out of his functions by any member of the Commission or by any member of the Technical Advisory Committee shall be borne by the Participant represented by such member.

Article III. The authority responsible for organising the establisment of the Bank and for its operations shall be the Ministry of Agriculture, Fisheries and Food for the United Kingdom ("the Administering Authority").

Article IV. (1) The Administering Authority shall maintain stocks of concentrated inactivated antigen of those sero types included in the list in the Annex hereto. The Administering Authority shall be responsible for testing, monitoring and storing the stocks. The stocks maintained of each antigen shall be not less than the quantity equivalent to the highest maximum drawing right specified in the Annex in relation to each sero type.

(2) Drawing rights shall be calculated in multiples of 100,000 vaccine doses per sero type. The maximum drawing right of each Participant in respect of each sero type shall be that specified in the Annex. However, the maximum drawing right of a Participant in respect of any sero type may be varied by a unanimous decision of all the members of the Commission.

(3) The Commission may add any sero type to or delete any sero type from the list by a unanimous decision of all its members. Any decision to add a new sero type to the list shall specify the maximum drawing right of each Participant in respect of such sero type.

(4) Where the Commission decides to add any sero type to the list in the Annex, the Administering Authority shall notify each Participant of the total cost of purchase of the stock of antigen and of the amount which it is required to contribute in respect of such cost. In respect of each multiple of antigen equivalent to 100,000 vaccine doses, those Participants having a drawing right in that multiple of 100,000 shall contribute in equal proportions towards the cost of purchase.

Article V. (1) If vaccine doses are required by a Participant under this Agreement the Participant shall make a request to the Administering Authority for vaccine doses up to the total amount of its maximum drawing right as set out in the Annex. A request may be made by telephone but if so made shall be confirmed as soon as possible by telex or other writing. A request shall specify the number of vaccine doses, in multiples of 25,000 and the sero type required. The Administering Authority shall, following receipt of any request, prepare, pack and despatch the vaccine required.

(2) The Administering Authority shall notify the Participant concerned of the cost of the replacement in the Bank of an equivalent quantity of concentrated inactivated antigen and the costs of preparation, packaging and transport of the vaccine and the Participant shall within 30 days of such notification pay the Administering Authority in sterling in London the total of such costs.

(3) Vaccine obtained by a Participant from the Bank may be used only in the territory of such participant or any other Participant subject to paragraph (4) below.

(4) With the unanimous consent of the Commission and subject to such conditions as it shall see fit to impose, the requirements of paragraph (3) above may be waived so as to allow vaccine obtained from the Bank by a Participant to be used in countries that are not Participants in this Agreement.

Article VI. Before making any purchase of antigen the Administering Authority shall seek tenders from manufacturers in accordance with the following provisions of this Article:

(*a*) the list of manufacturers from whom tenders are sought shall be approved by the Commission beforehand;

(*b*) the tender document to be sent to the selected manufacturers shall be in a form approved by the Commission;

(*c*) the tender to be accepted shall be that which the Commission most favours in the light of information submitted to the Administering Authority by the manufacturers.

Article VII. (1) The Administering Authority shall carry out its functions and perform its obligations under this Agreement with due skill and care, and shall bear all liability which may be incurred for loss or damage wherever sustained which results from a lack of such due skill and care including the supply of defective vaccine by the Administering Authority or the failure of the Administering Authority to despatch vaccine to a Participant promptly following a request provided that the Administering Authority shall not be liable in respect of any claim arising as a result of any negligent act done or omission made or as a result of any delay incurred in any instance arising after the time that the vaccine is loaded onto an aircraft or vessel that is to take it outside the United Kingdom.

(2) In the event of any damage being sustained to those buildings at Pirbright used for the storage, packaging, or preparation of stocks of antigen and/or vaccine, or in the event of damage to or loss of any equipment in those buildings or damage to or loss of any such stocks of antigen and/or vaccine, the Administering Authority shall be responsible at its own cost to reinstate those buildings, equipment or stocks of antigen and/or vaccine to the extent of such damage or loss.

(3) The Administering Authority shall save and keep harmless all Participants from any claim or loss sustained by reason of a claim by a third party against any Participant in any Court of competent jurisdiction in respect of an act or omission for which the Administering Authority shall be liable in terms of paragraph (1) above.

Article VIII. Where it appears to the Administering Authority that any antigen held at the Bank has lost its potency the Administering Authority shall notify the Participants thereof but unless the Commission shall otherwise decide by a unanimous decision of all its members the Administering Authority shall be under no obligation to acquire (or maintain) further stocks of antigen of such sero type.

Article IX. Upon the coming into force of this Agreement the Administering Authority shall notify each Signatory State of the amount it is required to contribute in respect of the cost of establishing the Bank ("the establishment contribution") and of the further amount (calculated as a sum equal to 2½ per cent of its respective establishment contribution) due in addition as an annual administration fee ("the annual administration fee") and each Signatory State shall forthwith pay the establishment contribution and the first annual administration fee to the Administering Authority in sterling in London. The establishment contribution shall be calculated on the basis that the cost of each multiple of antigen equivalent to 100,000 vaccine doses shall be borne equally by those Signatory States which have drawing rights in that sero type in respect of that quantity. The Administering Authority shall be under

no obligation to acquire (or maintain) reserves of antigen until such date as the establishment contribution of all Signatory States have been paid in full. The Bank shall be established from that date. The Bank shall become operational for the purpose of supplying vaccine doses three months after the date of establishment of the Bank.

Article X. (1) Twelve months after the date of establishment of the Bank and on each subsequent anniversary of such date the Administering Authority shall notify each Participant of the amount due from it in respect of the estimated cost of operation of the Bank in the following twelve months together with the annual administration fee. Each Participant shall pay the Administering Authority the total amount notified as due in sterling in London within 30 days of the sending of the notification. In the event that any Participant shall fail to pay the amount notified as due within the said period of 30 days any request for a drawing under Article V hereof shall have no effect until payment of such amount.

(2) The Administering Authority shall calculate the amount due for the estimated cost of operation of the Bank in accordance with paragraph (1) hereof by estimating the total cost of operating the Bank for the following twelve months deducting or adding, as appropriate, any surplus or deficit of receipts over costs from previous accounting periods. The amount due from each Participant in respect of such total cost shall be calculated on the same basis as that which operated upon the establishment of the Bank (allowance being made for accessions to and denunciations of this Agreement).

(3) The Administering Authority shall send to each Participant within three months after the end of each year of operation of the Bank accounts specifying the costs incurred in operating the Bank in the previous year and the receipts from each Participant.

Article XI. (1) A Participant may denounce this Agreement by giving at least twelve months written notice to the Foreign and Commonwealth Office of the United Kingdom expiring on any anniversary of the date of commencement of the operation of the Bank. A copy of the notice shall also be lodged with the Administering Authority.

(2) In the event of the United Kingdom denouncing this Agreement the Bank shall cease to operate in accordance with the following provisions of this Article and in accordance with the procedures under paragraphs (3), (4) and (5) of Article XII, provided that for the purposes of the said procedures under Article XII the date for the cessation of the operations of the Bank shall be the date on which the notice of denunciation of the United Kingdom takes effect and thereafter no Participant shall have any right to make a request for vaccine.

(3) The Administering Authority shall, in addition to calculating in accordance with Article XII the actual cost of operating the Bank, calculate the value of any existing stocks of antigen by dividing the original cost of purchasing such antigen by the estimated total number of years of potency and by multiplying the resulting figure by the estimated number of years of potency remaining following the date of cessation and each Participant (including the United Kingdom) shall be entitled to receive from the Administering Authority, within 30 days of the sending of the notifications referred to in Article XII(5), its share of such total value. Each Participant which has a drawing right in respect of each multiple of antigen equivalent to 100,000 vaccine doses shall be entitled to an equal share in the value of such quantity of antigen.

Article XII. (1) The Bank shall also cease to operate following a unanimous decision of all the members of the Commission.

(2) From the date of any such decision or such later date as the Commission may decide by a unanimous decision of all its members ("the date of cessation") no Participant shall have the right to make a request for vaccine.

(3) The Administering Authority shall calculate the actual costs of operating the Bank (including its winding up) since the date of the last notification made in accordance with Article X.

(4) Any excess of receipts over costs shall be shared, and any deficit shall be borne, by the Participants in the proportion which the maximum rights of each bear to the total of the maximum drawing rights of all Participants. In the event that no administration fee has been charged in respect of any period before the date of cessation the Administering Authority may require payment of such fee calculated in accordance with the provisions of Article X(1).

(5) The Administering Authority shall within three months of the date of cessation notify each Participant of the actual costs referred to in paragraph (3) above, and of the amounts due to or from each Participant of the actual costs referred to in paragraph (3) above and of the amounts due to or from each Participant in accordance with paragraph (4) above. Amounts due from any Participant shall be paid in sterling in London within 30 days of the sending of the notification. Amounts due to the Participants shall be paid with 30 days of the sending of the notification.

Article XIII. (1) The Commission may by a unanimous decision of all its members invite any other State to accede to this Agreement and the conditions of any such proposed accession shall be decided unanimously by the Commission.

(2) Any instrument of accession shall be deposited with the Government of the United Kingdom which shall act as depositary of this Agreement.

(3) Where any State wishes to accede to this Agreement all the members of the Commission together with the Chief Veterinary Officer of such State shall unanimously decide on the maximum drawing right of such State in respect of each sero type to be included in the Annex hereto.

(4) Where the maximum drawing right in respect of any sero type of an acceding State exceeds the previous highest maximum drawing right in respect of such sero type the Administering Authority shall notify such State of the cost of acquiring the antigen required to maintain stocks at the level required by Article III and the State concerned shall pay to the Administering Authority such amount in sterling in London within 30 days of the sending of such notification.

Article XIV. If any dispute between any Participants concerning the interpretation or application of this Agreement cannot be settled it shall, at the request of either party to the dispute, be referred to an arbitral tribunal which shall be constituted in the following way. Within three months of the request for arbitration each party to the dispute shall appoint one member of the tribunal and those two members shall then select a third member who shall be appointed Chairman of the tribunal. The Chairman of the tribunal shall be appointed within three months from the date of appointment of the other two members. If within the relevant period specified above any appointment has not been made either party to the dispute may invite the President of the International Court of Justice to make the appointment. The arbitral tribunal shall reach its decision by a majority of votes.

Article XV. The Government of the United Kingdom shall inform Signatory States and acceding States of:

(*a*) the date upon which the Bank was established under Article IX;

(*b*) the date upon which the Bank shall become operational under Article IX;

(*c*) the deposit of an instrument of accession and the date upon which the Agreement shall enter into force for the acceding State under Article XVI;

(*d*) the receipt of a notice of denunciation provided for in Article XI and the date upon which such denunciation shall take effect.

Article XVI. (1) This Agreement shall enter into force on signature by all Signatory States.

(2) For each State acceding to this Agreement this Agreement shall enter into force on the anniversary of the date of commencement of the operations of the Bank next following the deposit by such State of its instrument of accession.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

DONE at London this 26th day of June 1985 in a single original which shall be deposited in the archives of the Government of the United Kingdom of Great Britain and Northern Ireland, which shall transmit certified copies thereof to all the Signatory and acceding States and to the Administering Authority.

For the Government of Australia:

A. PARSONS

For the Government of the Republic of Finland:

ILKKA PASTINEN

For the Government of Ireland:

NOEL DORR

For the Government of New Zealand:

B. M. BROWN

For the Government of the Kingdom of Norway:

OLAF LIE

For the Government of the Kingdom of Sweden:

LEIF LEIFLAND

For the Government of the United Kingdom of Great Britain and Northern Ireland:

PEGGY FENNER

MALCOLM RIFKIND

ANNEX

SERO TYPE

Country	*Type C (Sub Type C1) Oberbayern 1973*	*Type O (Sub Type O1) Lausanne*	*Type A (Sub Type A22) Iraq*	*Type A (Sub Type A24) Cruzeiro*
Finland	0.1M	0.1M	0.1M	0.1M
Norway	0.1M	0.1M	0.1M	0.1M
Sweden	0.1M	0.1M	0.1M	0.1M
Ireland	0.1M	0.1M	0.1M	0.1M
New Zealand	0.3M	0.3M	0.3M	0.3M
United Kingdom	0.5M	0.5M	0.5M	0.5M
Australia	0.5M	0.5M	0.5M	0.5M

Example of the pricing arrangements in Articles IV(4) and IX (for the purposes of illustration only):

Where:

(A) Three countries (A, B and C) participate in the Scheme

(B) A has drawing rights of 100,000 vaccine doses
B has drawing rights of 200,000 vaccine doses
C has drawing rights of 300,000 vaccine doses
Therefore, 300,000 vaccine doses will be purchased

(C) The price is £1 per vaccine dose

then:

(1) On the purchase of the first 100,000 vaccine doses (in which all have an interest), A, B and C each contribute one third of £100,000 (i.e., £33,333.33)

(2) On the purchase of the second 100,000 vaccine doses (in which only B and C have an interest) B and C each contribute one half of £100,000 (i.e., £50,000)

(3) On the purchase of the third and final 100,000 doses (in which only C has an interest) C will contribute £100,000