

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CENTRAL ZOO AUTHORITY**  
(Ministry of Environment, Forest & Climate Change, Government of Republic of India)

**AND**

**SMITHSONIAN NATIONAL ZOOLOGICAL PARK, WASHINGTON D.C., U.S.A.**

This memorandum of understanding (MoU) is made between

The CENTRAL ZOO AUTHORITY (referred to as "CZA") under the ministry of Environment, Forest & Climate Change of the Government of Republic of India

and

the SMITHSONIAN NATIONAL ZOOLOGICAL PARK, WASHINGTON D.C., U.S.A. (referred to as "NZP")

Hereinafter collectively referred to as parties and individually as the "Party".

The Parties are desirous to support the development of joint educational and research projects in the field of zoological medicine, and to implement a program for collaborative work in veterinary medicine and education, hereinafter called "The Program".

This MoU relates to areas of interface between the Parties and sets out the potential roles, responsibilities and outlines mechanisms to provide an effective management and liaison structure. This MoU does not affect any existing statutory functions or amends any other policies or agreements relating to the activities of the Parties.

As the project develops, more detailed planning will be carried out by the Parties and further actions will be agreed upon. Some elements of the project will require due diligence, and appropriate legally binding contracts will be established through agreement between the Parties.

**1. Functions of the "Parties"**

1.1 **CENTRAL ZOO AUTHORITY (CZA)** is an autonomous body under the Ministry of Environment, Forest & Climate Change Government of India having its registered address at B-I Wing, VI Floor, Paryavaran Bhavan, Central Government Office Complex, Lodhi Road, New Delhi-110003, India.



The Central Zoo Authority statutory body under the Ministry of Environment & Forests was created by the Government of India under the provision of the Wild Life (Protection) Act in 1992 to oversee the functioning of zoos and provide them technical, financial and other assistance. Apart from enforcing the minimum standards and norms for upkeep and healthcare of animals in Indian Zoos, circuses, checking the mushrooming of unplanned and ill conceived zoos was the Central Zoo Authority's other major objective.

- 1.2 The Smithsonian National Zoological Park (SNZP) is a part of the Smithsonian Institution, a public museum and research complex mandated by the Congress of the United States of America having its registered address at 3001 Connecticut Avenue NW, Washington, DC 20008, USA.

The Smithsonian National Zoological Park is a 163-acre zoological park in Washington, DC and is home to 2,000 individual animals of nearly 400 different species. NZP is a place where people can marvel at wonderful animals, learn about wildlife and its conservation, and enjoy a beautiful experience among our gardens. NZP is also a research, conservation, and education center for endangered species, with a state-of-the-art veterinary hospital and extensive research facilities.

The Smithsonian National Zoological Park also encompasses a 3,200-acre rural campus in Front Royal, Virginia, and field stations around the world: from China in Asia to Gibbon in Africa, Spain in Europe, Venezuela and Panama in South and Central America, and Nevada and Nova Scotia in North America. NZP is a member of the World Association of Zoos and Aquariums (WAZA), the American Association of Zoos and Aquariums (AZA), the Conservation Centers for Species Survival, the Global tiger initiative, the International Elephant foundation, and many other international Zoo and conservation programs. NZP is partner in the USAID's Emerging Pandemic Threats program (PREDICT), which seeks to pre-empt and combat the first stages of zoonotic disease through wildlife surveillance and capacity building. In addition, NZP's International Veterinary Training program utilizes its staff's veterinary and pathology expertise to assist veterinary training globally.

NZP' clinical veterinarians and pathologists are board certified in Zoological medicine by the American College of Zoological Medicine and the American College of Veterinary Pathologists. Together they participate in and provide guidance to a wide range of AZA's Species Survival Programs (SSPs) ranging from Giant pandas and Kori bustards to lions and Komodo dragons.

## 2. PRINCIPLES OF UNDERSTANDING

The Smithsonian National Zoological Park (NZP) and the Government of India represented by the Central Zoo Authority (CZA) will cooperate to develop and



implement joint research studies focused on animal health and capacity building. The common understanding of this MoU is reflected by rules of partnership and long term engagement.

- 2.1 The parties aim to support the medical management of captive populations of endangered species through training for the staff (including veterinary, para veterinary and other staff) employed by Indian Zoos across the country in the below areas
  - 2.1.1 Preventive medicine, including vaccine and antihelminthic protocols.
  - 2.1.2 Advanced diagnostics and therapeutics, including advanced imaging techniques – ultrasound, radiography etc.
  - 2.1.3 Anesthetic monitoring.
  - 2.1.4 Clinical pathology evaluation and differential diagnosis.
  - 2.1.5 Molecular diagnostics including 454 PCR.
  - 2.1.6 Necropsy evaluation including gross and histopathological evaluation.
  - 2.1.7 Comprehensive zoo animal nutrition and diet evaluation.
  - 2.1.8 Zoonotic diseases and preventative care
  - 2.1.9 Protective precautions to be taken by zoo staff to guard against zoonosis
- 2.2 The Parties aim to support wildlife health and disease surveillance to include
  - 3.2.1 Field anesthesia.
  - 3.2.2 Bio sample analysis in India including scat analysis.
  - 3.2.3 GIS monitoring
  - 3.2.4 Wildlife/domestic animal/human interface
  - 3.2.5 Containment & spread prevention of contagious diseases like FMD etc
- 2.3 The Parties aim to support the development of scientific conservation management to include, all species considered highly endangered or on the Red List (example Asiatic lion, Red panda etc.), where the conservation needs of wildlife and the goals of sustainable development are integrated.
- 2.4 The Parties agree that the above MoU is primarily to capacity build the Indian zoos with additional medical and veterinary training with an aim to improve the management of animals in captivity. The parties also understand that this MoU does not include any exchange or loaning of individual breeding animals between Indian zoos and the Smithsonian (SNZP) as the focus of this MoU is Veterinary Training.
- 2.5 The Parties aim to improve and provide information regarding Occupational Health Surveillance programs by introducing protocols, mutually discussed and by capacity building of Indian zoo staff.
- 2.6 The duration of this programme under this MoU is for a period of One Year initially. This may be reviewed with feedback from zoos and institutions that



have benefitted from the training outcomes and then options for renewal may be reviewed.

- 2.7 The necessary funding of all operations of this program will be split up according to the following schedule. Since the training and capacity building is to be done in India under Indian circumstances, it is understood that it would be beneficial for the SNZP to send in their experts who can train a larger group of trainees thereby benefitting more people at a very economic cost. Moreover the training conducted in Indian conditions at the Indian zoos and institutions would be more realistic and closer to hands on situations that would add to training component.

2.7.1 Flight/travel costs for experts flying into India will be covered by SNZP.

2.7.2 Accommodation and local logistics will be covered by CZA for SNZP

2.7.3 No salary costs will be paid by CZA to SNZP staff.

2.7.4 There is no requirement foreseen for Indian zoo staff to travel overseas.

2.7.5 There will be no transfer of biological material or animals from India.

### **3. AREAS OF COLLABORATION**

- 3.1 Wildlife veterinary medicine, keeper management, keeper training, disease management, animal housing, enclosure design and education as and when requested by Indian zoos or CZA.
- 3.2 Capacity building in the areas of zoo management, animal management, stud book management, veterinary wildlife medicine and scientific training.
- 3.3 To conduct programs related to zoological medicine, zoological nutrition and animal management and education.
- 3.4 No experimentation on any animals in Indian zoos will be permitted.

### **4. RESPONSIBILITIES OF PARTIES**

#### **4.1 The Central Zoo Authority**

4.1.1 is responsible for arranging accommodation and logistics for joint capacity training, research projects in India.

4.1.2 will select suitable zoo animal management staff including keepers, veterinarians, para vets, educators, biologists, curators and zoo directors from all Indian zoos and animal holding institutions to participate in training programs that will be conducted in India for capacity training and consultation. The purpose of holding all such training in India is to ensure that training is relevant to Indian conditions and to keep the training costs economic and affordable. Veterinary students from all Indian Veterinary Colleges will also be included from time to time.

4.1.3 will ensure that all Indian zoos get opportunity to participate in training programs

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- 4.1.4 will provide a co-ordinator, who shall serve as a nodal co-ordinator for all Parties and works closely with NZP in implementing the jointly agreed-upon training and capacity building programs.
- 4.1.5 will collect feedback from every participant of these training programs and use this feedback to assess the progress and impact of the training programs
- 4.1.6 will conduct joint review of the progress and results of once a year on progress of activities under the scope of this memorandum, and to resolve any outstanding issues. Member Secretary and DIG, CZA and officer/s deputed by him will visit USA once a year for discussions regarding the program as and when needed.
- 4.1.7 other general meetings between the parties will be held in India and combined with training programs to keep costs down.

## **4.2 NZP**

- 4.2.1 will be responsible for arranging accommodation and logistics for visit of Member Secretary and/or DIG(HQ), CZA and officer/s deputed by the CZA in the USA once a year;
- 4.2.2 will identify suitable project personnel (Zoo vets, Veterinary experts, Zoo keepers, Biologists, Curators, Educators and other professional staff from Zoos in USA) who have adequate expertise in their respective fields and will come to India from time to time as agreed between the Parties, for imparting training and capacity building;
- 4.2.3 will ensure standards of scientific excellence to apply to training programs;
- 4.2.4 will provide a project coordinator, who serves as a conduit for all Parties and works closely with CZA in implementing the training/capacity building programs;
- 4.2.5 will participate in periodic meetings between the parties, in order to review progress, inform each other once a year on progress of activities under the scope of this memorandum and to resolve any outstanding issues.
- 4.2.6 will involve veterinary institutions like IVRI, Veterinary Colleges, universities and veterinary experts in such training programs in India

## **5. RELATIONSHIP BETWEEN THE PARTIES**

- 5.1 This MoU is not legally binding commitment but sets out the intentions and understanding between the parties.
- 5.2 The Parties are acting under this MoU as independent principals.
- 5.3 The Parties are construed as a partnership to promote the success of the training and capacity building Program.

## **6. COMMENCEMENT, DURATION, TERMINATION, AND MODIFICATIONS**

- 6.1 This MoU shall come into force on the date of its signature by the authorized representatives of the Parties and shall remain in effect for a term of One



year. Three months before the end of the One year term, the impact of the training conducted thus far will be reviewed and then if found beneficial to CZA will be renewed on mutually agreeable terms by the parties.

6.2 This MoU may be terminated by consensual agreement of the Parties which will be in writing and signed by all parties by giving a notice of atleast one month/ four weeks without assigning any reason.

6.3 Once the MoU is signed and dated, it can be amended at the time of renewal by after review of the impact, progress and results of the training program conducted thus far and with sufficient written justification and Government approval from the appropriate authorities of the Parties.

## **7. CONFIDENTIALITY**

7.1.1 Each party shall keep confidential any information such as veterinary information, original data, analyses and results from joint veterinary training and capacity building gathered during such training programs.

7.1.2 The obligation of confidentiality shall not apply once the written permission from the CZA or relevant zoo or institution is received in writing by the NZP.

7.1.3 The obligation of confidentiality shall not apply if information becomes available to the public in the form of a printed publication or by any other means.

7.1.4 The obligation of confidentiality shall not apply if the confidential information is required by Indian law to be disclosed.

## **8. INTELLECTUAL PROPERTY RIGHTS**

The Parties shall abide by the rules and regulations on intellectual property policies and rights of their respective institutions. Appropriate acknowledgement and credit shall be given for photos, videos, material, information gathered collectively or submitted individually.

## **9. RECONCILIATION OF DISAGREEMENT**

Any disagreements shall be normally resolved in an amicable way between both parties. In the event this is not possible, the parties shall approach the Chairman of CZA whose decision will be final and binding on both parties.

## **10. TIME IS OF THE ESSENCE**

Time, wherever mentioned, is of the essence of this MoU.



## 11. NON ASSIGNABILITY

It is agreed that none of the Parties hereto shall be entitled to assign or in any manner encumber or transfer its interest or any part thereof in this MoU without the prior written approval of the other Parties.

## 12. SUSPENSION

Each party reserves the rights for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, suspend the implementation of this MoU. Such suspension shall take effect immediately after notification has been given to the other party by the party suspending.

## 13. MISCELLANEOUS

Each party shall bear its own respective legal costs and incidental expenses in connection with the preparation and execution of this MoU.

## 14. LAWS AND REGULATIONS

This MoU shall be read and construed in accordance with the laws of India and the parties agree to submit to the exclusive jurisdiction of the courts of India.

## 15. AUTHORISED REPRESENTATIVES AND CONTACT DETAILS

Central Zoo Authority:

Authorized representative:- Member Secretary

Address:- Central Zoo Authority  
BI Wing, VI Floor,  
Paryavaran Bhawan,  
Central Government Office (CGO) Complex,  
Lodhi Road, New Delhi- 110003, India.  
Tel No: 0091 11 24367846, Fax No: 0091 11 24367849

National Zoo

Authorized representative:-

Address:- National Zoological Park,  
P.O. Box 37012 MRC 5508,  
3301 Connecticut Avenue NW,  
Washington, D.C., USA 20008,  
Tel No: 202 633 4442, Fax No: 202 673 4607



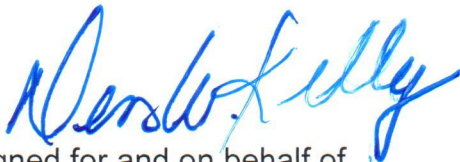
Done in two initials in English language, one for each party

The authorized representatives of details of other Parties have herewith have signed this Memorandum of Understanding at Washington D.C., USA on Date: 17.03.2016.



Signed for and on behalf of  
CENTRAL ZOO AUTHORITY  
Member Secretary, Central Zoo Authority  
Ministry of Environment, Forests & Climate Change  
Govt. of India, New Delhi-110001

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Signed for and on behalf of  
Director,  
Smithsonian National Zoological Park, USA  
Washington DC, USA

**KELLY**

