



MEMORANDUM OF UNDERSTANDING
between the
United Nations Office for the Coordination of Humanitarian
Affairs
and
the World Customs Organization

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WHEREAS paragraph 3 of the Annex to United Nations General Assembly Resolution 46/182 underlines that humanitarian assistance should be provided with the consent of and in principle on the basis of an appeal by the country affected, and that the sovereignty, territorial integrity and national unity of States must be fully respected in accordance with the Charter of the United Nations;

WHEREAS paragraph 7 of said Annex urges the States in proximity to emergencies to participate closely with the affected countries in international efforts, with a view to facilitating, to the extent possible, the transit of humanitarian assistance;

WHEREAS paragraph 28 of said Annex instructs the United Nations to continue to make appropriate arrangements with interested Governments and intergovernmental and non-governmental organizations to enable it to have more expeditious access, when necessary, to their emergency relief capacities, including food reserves, emergency stockpiles and personnel, as well as logistic support;

WHEREAS paragraph 30 of said Annex requests disaster-prone countries to develop special emergency procedures to expedite the rapid procurement and deployment of equipment and relief supplies;

WHEREAS the Office for the Coordination of Humanitarian Affairs serves as the central focal point in the United Nations with Governments, intergovernmental and non-governmental organizations concerning the United Nations emergency relief operations;

WHEREAS the World Customs Organization (hereafter referred to as "WCO") adopted, on 8 June 1970, a Recommendation to expedite the forwarding of relief consignments in the event of disasters;

WHEREAS the International Convention on the simplification and harmonization of Customs procedures (Revised Kyoto Convention) recommends simplified procedures and other facilitation measures to be applied, *inter alia*, to the transborder movement of relief consignments and possessions of disaster relief personnel;

WHEREAS it is the shared intention of the United Nations Office for the Coordination of Humanitarian Affairs (hereafter referred to as "OCHA") and the WCO to establish effective cooperation on issues of mutual interest and in particular those relating to promoting customs facilitation measures in case of emergency and the handling of humanitarian relief consignments;

CONSIDERING that the WCO has been active in developing Conventions, Recommendations, models and other tools to assist its Members in instituting optimal procedures for addressing relief consignments in cases of disaster or crisis and is seeking to continue to expand its services to its Members in this area;

* Established in 1952 as the Customs Co-operation Council.

CONSIDERING that OCHA and the WCO have developed a Model Agreement between the United Nations Organization and a State/Government in relation to measures designed to expedite the import, export and transit of relief consignments and possessions of relief personnel in the event of disasters and emergencies (Model Customs Facilitation Agreement);

CONSIDERING that the WCO Council approved the above Model Customs Facilitation Agreement at its 87th/88th Sessions in June 1996;

CONSIDERING that the Model Customs Facilitation Agreement forms part of the Guidelines to Specific Annex J5 to the Revised Kyoto Convention;

WISHING to establish effective cooperation on issues of mutual interest, in particular those related to the handling of relief consignments;

NOW THEREFORE OCHA and the WCO (hereafter collectively referred to as the "Parties") agree as follows:

ARTICLE 1

NATURE OF COOPERATION

- 1.1. The Parties shall enhance their cooperation by consulting regularly on matters of mutual interest, including standards and best practices relevant to customs treatment of consignments of all organizations involved in United Nations relief operations.

ARTICLE 2

EXCHANGE OF INFORMATION

- 2.1. Each Party shall designate an official as a contact point for continuing contact and exchange of information under the terms of this Memorandum of Understanding (MoU).
- 2.2. The Parties shall assist each other in preparing and disseminating publications designed to raise awareness on matters of mutual interest.
- 2.3. Each Party may organize, as appropriate, meetings, workshops or seminars at the international, national or regional level, on matters of mutual interest.
- 2.4. Each Party may be invited to participate as an observer in relevant conferences and meetings on matters of mutual interest.
- 2.5. Each Party shall cooperate on encouraging its Members to exchange information in matters relevant to customs facilitation procedures for the treatment of emergency consignments.

2.6. Each Party shall encourage its Members to provide the names and contact data of national officials responsible for facilitating customs treatment of consignments of international emergency humanitarian assistance (to be fed into the on-line customs directory, managed by OCHA).

ARTICLE 3

TECHNICAL COOPERATION

3.1. The Parties may agree to engage in joint projects such as:

- (a) development of training materials, tools, guidance manuals and/or an e-learning programme on matters of mutual interest;
- (b) developing joint advocacy messages and/or public information campaigns;
- (c) convening, as appropriate, joint national, regional and/or international meetings and workshops on matters of mutual interest.

3.2. For any such projects, the Parties shall enter into separate project agreements, setting out their respective roles and responsibilities.

ARTICLE 4

GENERAL CONDITIONS

ENTRY INTO FORCE, DURATION AND TERMINATION OF MOU

4.1. This MoU shall enter into force upon signature by both Parties.

4.2. This MoU shall be in effect for a period of two years, unless terminated earlier in accordance with the terms of article 4.4.

4.3. Each Party shall give full consideration to any proposal for an amendment made by the other Party. Any such amendment shall become an integral part of this MoU.

4.4. This MoU may be terminated by either Party by written notice to the other and shall terminate 30 days after receipt of such notice. However, ongoing activities and commitments will not be affected by this termination, unless the Parties have agreed otherwise.

4.5. The Parties shall consult with each other in respect of any matter that may arise in connection with the present MoU.

4.6. The Parties shall review the entire agreement and obligations, prior to the expiration of this MoU and shall extend it on the basis of an amendment to this MoU, *for further term(s) under the same terms and conditions*, based on mutual agreement.

ARTICLE 5

SETTLEMENT OF DISPUTES

5.1. The Parties shall settle amicably any dispute, controversy or claim arising from this MoU, or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with such procedures as may be agreed between the Parties.

ARTICLE 6

PRIVILEGES AND IMMUNITIES

6.1. Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any privileges and immunities of OCHA, which are hereby specifically reserved.

IN WITNESS WHEREOF, the respective representatives of the United Nations, and of the World Customs Organization have signed the present Memorandum of Understanding.

CONCLUDED in ~~Geneva~~, this 27th day of September in the year 2010, in two originals in both the English and the French languages.

On behalf of the
Office for the Coordination
of Humanitarian Affairs



Rashid Khalikov
Director
UN Office for the Coordination
of Humanitarian Affairs
Geneva

On behalf of the
World Customs Organization



Kunio Mikuriya
Secretary General
World Customs Organisation
Brussels