



WORLD CUSTOMS ORGANIZATION



MEMORANDUM OF UNDERSTANDING

Between

The World Customs Organization (WCO)

And

The Southern African Customs Union (SACU)

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[Signature]

MEMORANDUM OF UNDERSTANDING
BETWEEN THE WORLD CUSTOMS ORGANIZATION¹ (WCO),
HAVING ITS HEADQUARTERS IN BRUSSELS, BELGIUM, AND
THE SOUTHERN AFRICAN CUSTOMS UNION (SACU),
HAVING ITS HEADQUARTERS IN WINDHOEK, NAMIBIA

The World Customs Organization (WCO) established in 1952 as the Customs Co-operation Council, and the Southern African Customs Union (SACU), referred to hereinafter as "the Parties" and singularly as "a Party",

ACKNOWLEDGING that Customs is a critical institution for achieving regional integration and international economic prosperity, and for facilitating international trade;

RECOGNIZING that the WCO seeks to facilitate international trade through the use of international instruments and the adoption of best practices and programmes for modernization of Customs techniques;

FURTHER RECOGNIZING that SACU seeks to promote trade, investment and development regionally and to accelerate economic and social development in Southern Africa;

BEING DESIROUS of establishing a mutually supportive relationship which is essential for the development of trade and the well-being of nations;

RECOGNIZING that the Parties now wish to establish appropriate arrangements for co-operation which will help promote regional and international trade and otherwise be generally mutually beneficial to the Parties;

HEREBY AGREE as follows:

ARTICLE I
Objective

The Parties will work to promote close co-operation and consultation on matters of common interest in order to harmonize their efforts in the discharge of their respective mandates and to contribute to the economic and social development of the SACU Member States, which are also Members of the WCO.

¹ Established in 1952 as the Customs Co-operation Council.

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ARTICLE II
Scope of Co-operation

The Parties agree to establish and maintain effective, systematic consultation, co-operation and exchange of information between each other in support of this Memorandum of Understanding.

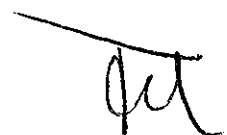
ARTICLE III
Financial Obligations

- 3.1. Notwithstanding any other provision of this Memorandum of Understanding, nothing in this Memorandum of Understanding will be taken as creating any financial obligation for either Party prior to such obligation being mutually and expressly agreed in writing.
- 3.2. Any expenditure arising from the implementation of this Memorandum of Understanding that is routine and of negligible amount will be borne by the Party concerned.
- 3.3. Where an area of co-operation proposed by one of the Parties to the other under this Memorandum of Understanding has greater financial implications than the expenditure referred to in Article 3.2 above, the Parties will consult each other with a view to determining the means of mobilizing the necessary funds, the most equitable way of defraying the expenditure and, where necessary funds cannot be readily found, decide on the most suitable means of procuring the funds.

ARTICLE IV
Representation at Meetings

- 4.1. The Parties will invite each other to their meetings of common interest and also grant each other observer status at meetings in accordance with the rules of procedure for the granting of such status by their respective Organizations.
- 4.2. The costs of participation of representatives of the Parties at such meetings will be financed by each Party unless a Party offers to finance the participation of the representatives of the other Party.

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ARTICLE V
Modernization of Customs

The Parties agree to actively promote the modernization of Customs administrations in the SACU Region through the adoption and implementation of Customs instruments and tools sponsored or administered by the WCO.

ARTICLE VI
Joint Training Activities

Wherever possible, the WCO Secretariat and the SACU Secretariat will, within the limits of the resources available to them, co-ordinate joint training activities for Customs officers of SACU Member States.

ARTICLE VII
Programme of Activities

The Parties will inform each other of their programme of activities relating to the harmonization and simplification of Customs procedures.

ARTICLE VIII
Entry into Force

This Memorandum of Understanding will enter into force on the date of its signature.

ARTICLE IX
Amendments

This Memorandum of Understanding may be reviewed upon the request of either Party and will be amended by mutual agreement in writing.

ARTICLE X
Termination

10.1 Either Party may terminate this Memorandum of Understanding at any time by giving the other Party a written notice of six (6) months.

10.2 The termination of the Memorandum of Understanding will come into effect on the expiry of the notice period of six (6) months unless the Parties herein agree on a specific date of termination.

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ARTICLE XI
Effect of Termination

The termination of this Memorandum of Understanding will in no way affect obligations assumed during the duration of this Memorandum of Understanding.

ARTICLE XII
Dispute Resolution

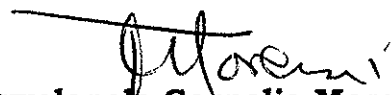
Any dispute or difference arising out of the interpretation or application of any provision of this Memorandum of Understanding will be settled through negotiations or by such other means as the Parties may mutually agree.

IN WITNESS WHEREOF, the undersigned legal representatives of the Parties have duly affixed their signatures on the two (2) originals of this Memorandum of Understanding in the English and French languages, both texts being equally authentic. In the event of conflict, the English text will prevail.

Thus done at Brussels on this 27th day of September 2010.



Kunio Mikuriya
Secretary General
WORLD CUSTOMS ORGANIZATION



Tswelopele Cornelia Moremi
Executive Secretary
SOUTHERN AFRICAN CUSTOMS UNION