



WORLD CUSTOMS ORGANIZATION  
ORGANISATION MONDIALE DES DOUANES



ITC

TRADE IMPACT  
FOR GOOD

5<sup>YEARS</sup>  
0

1964-2014

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE WORLD CUSTOMS ORGANIZATION**

**AND**

**THE INTERNATIONAL TRADE CENTRE**

**MEMORANDUM OF UNDERSTANDING** dated this Monday 16 June 2014 between the World Customs Organization<sup>1</sup> (hereinafter referred to as the "WCO"), on the one hand, and the International Trade Centre (hereinafter referred to as "ITC"), on the other hand.

The WCO and ITC are collectively referred to herein as the "Parties" and individually as a "Party".

**THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING:**

**ACKNOWLEDGING** that full implementation of the WTO Agreement on Trade Facilitation, agreed in December 2013 at the 9<sup>th</sup> WTO Ministerial in Bali, Indonesia, will contribute to reduce red tape, promote Customs modernization, provide for simplified, harmonized and seamless procedures to allow goods to move along the supply chain more easily, more rapidly and at lower cost, and improve revenue collection, social protection and export competitiveness of small and medium sized enterprises (SMEs), which will support economic growth and recovery and alleviation of poverty;

**RECOGNIZING** that Customs is a critical institution to achieving national economic prosperity, social well-being and effective fiscal management through facilitating international trade;

**CONSIDERING** that the WCO seeks to improve the efficiency and effectiveness of Customs administrations to facilitate international trade, maximize revenue yield and control frontiers through the use of international standards and instruments, adoption of best practices, capacity building and programmes of reform and modernization;

**CONSIDERING** that ITC in its aim to contribute to the achievement of the Millennium Development Goals, generates sustainable incomes and livelihoods especially for poor households, by connecting enterprises to global markets and enables small business export success in developing and transition countries by providing, with partners, inclusive and sustainable trade development solutions to the private sector, trade support institutions and policy-makers;

**RECALLING** the paragraph 9 of Section II of the Agreement on Trade Facilitation on the provision of assistance for capacity building to developing countries;

**RECOGNIZING** the importance of international organizations collaborating to ensure the provision of demand-led and sustainable capacity building on trade facilitation in line with the Agreement on Trade Facilitation;

**ACKNOWLEDGING** that cooperation between Customs administrations and the private sector, including SMEs, is essential to facilitate international trade while maintaining effective border control;

**DETERMINED** to provide, through their joint efforts and within the limitations of their respective resources, mandates and policies, coordinated and harmonized services to developing countries and least-developed countries (LDCs), in a cost-effective and efficient manner;

**Have reached the following understanding:**

---

<sup>1</sup> Established in 1952 as the Customs Cooperation Council.

**ARTICLE I**  
**Purpose**

The purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") is to: deepen and give practical effect to the strategic partnership between the Parties for the purpose of providing effective technical assistance and capacity building to developing countries, especially the LDCs with assistance in their reform and modernization efforts and in particular to support the implementation of the WTO Agreement on Trade Facilitation and to the SMEs in these countries.

**ARTICLE II**  
**Scope**

- 2.1 The Parties to this MOU hereby agree to join forces and maintain a continuous working relationship for the achievement of their common objectives of assisting developing countries and the LDCs in their development efforts within the limitations of their respective resources, allocated budget, mandates and policies. To this end, the Parties shall, in accordance with the provisions hereinafter set forth, endeavour to cooperate on matters of common interest and formulate and implement joint work programmes for the execution of joint activities.
- 2.2 No provision of this MOU shall be construed so as to interfere in any way with the WCO and ITC respective decision-making processes with regard to their own respective affairs and operations.
- 2.3 This MOU does not represent a commitment of funds on the part of either the WCO or ITC. Neither Party shall have the authority to act on behalf of, be liable for the acts of the other Party or bind the other Party in any way.
- 2.4 Nothing in or relating to this MOU shall constitute nor imply the waiver by the WCO or ITC of any of its privileges and immunities.

**ARTICLE III**  
**Areas of Cooperation**

- 3.1 The Parties agree to cooperate, in the context of their respective mandates, policies and resources, for the purposes of providing technical assistance and capacity building in the area of trade facilitation.
- 3.2 In the process of their collaboration, the Parties shall pursue effectiveness of their programmes and projects by observing internationally agreed practices.
- 3.3 The Parties shall further strengthen their cooperation through knowledge partnership, including research and knowledge sharing in the areas of common interest. Such partnership will include :
  - (i) Region-wide partnership led by either Party, including joint research and information exchange; and
  - (ii) Other areas as may be agreed upon between the Parties.

**ARTICLE IV**  
**Consultation**

- 4.1 The Parties shall keep each other informed and, whenever necessary, consult each other on matters of common interest which in their opinion are likely to lead to concrete collaboration.
- 4.2 The Parties shall maintain close institutional dialogue to ensure a coherent approach and to identify areas of comparative advantages, competence and complementarity, and meet whenever appropriate. The Parties should, where appropriate:
- (i) Establish a Joint Work Programme;
  - (ii) Identify specific programmes and projects for cooperation;
  - (iii) Prepare an implementation plan for each identified programme and project; and
  - (iv) Jointly monitor and evaluate programmes and projects to be implemented under this MOU.

**ARTICLE V**  
**Exchange of Information**

The Parties shall exchange relevant information and data on matters of common interest and collaborate in the collection, analysis and dissemination of such information and data, subject to such arrangements as may be necessary or applicable under any contractual arrangements, document and information restriction policies of the Parties, for safeguarding the confidential character of certain information or data or intellectual property rights of third parties.

**ARTICLE VI**  
**Representation**

Either Party may, as appropriate, invite the other Party to seminars, symposia, workshops or conferences of mutual interest, convened or otherwise supported by such Party.

**ARTICLE VII**  
**Implementation and Cost Sharing**

- 7.1 The Parties shall make available, to the extent feasible, taking into account the budgetary, financial and human resource constraints, the services of their staff for conducting the programmes and projects. The Parties may identify, as appropriate, other resource persons who could be engaged as experts, as mutually agreed by the Parties. The Parties shall share the documentation and teaching materials for joint technical assistance and capacity building activities to the extent appropriate and subject to a written agreement between the Parties as may be necessary or appropriate.
- 7.2 Costs or expenses relating to, or arising from, activities undertaken pursuant hereto shall be borne by one or both Parties in accordance with supplementary agreements to be reached by the Parties in advance of implementation of the activities concerned, as indicated in Article VIII of this MOU.

**ARTICLE VIII**  
**Supplementary Agreements**

Funding for joint technical assistance and capacity building activities to be implemented under this MOU shall be covered by supplementary agreements between the Parties, such as an exchange of letters between the WCO and ITC. The obligations of the Parties to jointly finance, subject to availability of resources, the programmes and projects undertaken and implemented pursuant to this MOU shall be contingent upon concluding such supplementary agreements. Such supplementary agreements shall outline the specific activities agreed upon along with the responsibilities of each Party, including costs and expenses and how they are to be borne by the Parties. The Party having the responsibility to organize an agreed activity under this MOU shall apply its own administrative and financial regulations and comply with its own policies and practices.

**ARTICLE IX**  
**General Provisions**

Any matter for which no provision is made in this MOU shall be determined in a manner mutually acceptable, and each Party shall give sympathetic consideration to any proposal advanced by the other Party.

**ARTICLE X**  
**Entry into Force, Duration, Termination and Amendment**

- 10.1 This MOU shall enter into force on the date of its signature by both Parties and shall remain in effect for five (5) years from that date. Thereafter, it may be renewed through an amendment for three-year periods.
- 10.2 This MOU may be terminated by either Party by giving six (6) months' advance notice to the other Party. Such termination shall take effect as of the date specified in the termination notice, provided that the provisions herein contained shall remain in effect to the extent necessary to permit an orderly settlement of all arrangements made with respect to ongoing cooperation activities.
- 10.3 This MOU may be amended by mutual written agreement of the Parties, signed by their duly authorized representatives. Any amendment shall be without prejudice to any rights or obligations accruing or incurred under this MOU or supplementary agreements thereto reached pursuant to Article VIII, prior to the effective date of such amendment.

**ARTICLE XI**  
**Channel of Communication and Notices**

- 11.1 For the purpose of facilitating the implementation of this MOU, the focal points of the Parties shall be :

- (a) **For the WCO :** External Relations Coordinator  
Office of the Secretary General  
Rue du Marché 30, B-1210 Brussels, Belgium  
Tel.: +32-2209-9645  
Fax: +32-2209-9292

(b) **For the ITC :** Senior Adviser, Trade Facilitation  
Trade Facilitation and Policy for Businesses  
International Trade Centre  
Palais des Nations, 1211 Geneva 10, Switzerland  
Tel. : +41-22-730.0126  
Fax : +41-22-730.0576

11.2 Either Party may, by notice in writing to the other Party, designate additional representatives or substitute other focal points for those designated in this Article.

11.3 Any notice, request or other communication under this MOU shall be in writing and shall be deemed to have been duly given when it has been delivered by hand, post, fax or e-mail, as the case may be, by either Party to the other at the address specified in the Agreement or such other address as either Party may notify to the other Party.

**ARTICLE XII**  
**Settlement of Disputes**

Any dispute between the Parties over the interpretation or application of any provision of this MOU or any question affecting the relationship between the WCO and ITC, shall be referred to the Secretary General of the WCO and the Executive Director of ITC, who shall aim to find an amicable and equitable solution.


**In witness whereof**, the undersigned legal representatives of the Parties hereto have duly affixed their signatures on the two originals of this MOU in the English language

*For*

THE WORLD CUSTOMS ORGANIZATION

*For*

THE INTERNATIONAL TRADE CENTRE

  
**Kunio MIKURIYA**  
Secretary General

16/6/2014

  
**Arancha GONZALEZ**  
Executive Director

16/6/2014