



WORLD CUSTOMS ORGANIZATION



MEMORANDUM OF COOPERATION

BETWEEN

THE WORLD CUSTOMS ORGANIZATION

AND

JAPAN INTERNATIONAL COOPERATION AGENCY

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This **MEMORANDUM OF COOPERATION (MOC)** is entered into on 27 January 2015 by and between the **World Customs Organization** (hereinafter referred to as the "**WCO**"), on the one hand, and the **Japan International Cooperation Agency** (hereinafter referred to as "**JICA**") on the other hand.

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

THE PARTIES TO THIS MOC:

ACKNOWLEDGING that Customs administrations or authorities in every country are critical institutions to achieving national economic prosperity, social well-being and effective fiscal management;

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

RECOGNIZING that the primary objective of JICA is to implement Official Development Assistance of the Government of Japan, addressing global agendas and providing assistance for developing countries for reducing poverty through inclusive growth, improving governance, and achieving human security;

ACKNOWLEDGING the desire of the Parties to assist Customs administrations in their efforts to meet the challenges of the modern business environment and adapt to changing circumstances, by promoting international communication and cooperation, and by fostering integrity, human-resource development, transparency, improvements in the management and working methods of Customs administrations and the sharing of best practices on capacity building;

CONVINCED that cooperation between the Parties will assist Customs administrations to enhance their capacities and effectiveness, and facilitate sound international trade; and

DETERMINED to provide - through their joint efforts and within the limitations of their respective policies, rules, procedures and resources - coordinated and harmonized services to recipient countries among WCO Members, in a cost-effective and efficient manner;

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

Now, therefore, express their common understanding on cooperation as follows:

ARTICLE I
Purpose

The purpose of this MOC is to provide a general framework for cooperation and collaboration between the Parties aimed at enhancing the economic development of recipient countries among WCO Members by assisting their respective Customs administrations in their capacity building, developmental and modernization efforts.

ARTICLE II
Scope of Cooperation

The cooperation and collaboration between the Parties under this MOC will be in the areas which constitute common interest to the Parties and will take place within the scope of their respective constitutional instruments, mandates, policies, procedures, resources and activities.

ARTICLE III
Methods of Cooperation

With a view to achieving the objectives of this MOC, and subject to the terms hereof, the Parties will :

- 3.1 Cooperate and collaborate with each other in identifying, developing and implementing joint Customs capacity building programmes and projects to promote and facilitate Customs modernization and cross-border trade, as well as Customs cooperation and regional integration. A list of potential areas of cooperation is contained in the **Annex** to this MOC.
- 3.2 Pursue effectiveness of their programmes and projects by observing internationally accepted practices.
- 3.3 Further strengthen their cooperation through knowledge partnership, including research and knowledge sharing in areas of common interest.
- 3.4 Keep each other informed and, whenever necessary, consult each other on matters of common interest.
- 3.5 Maintain close institutional dialogue to ensure a coherent approach and to identify areas of comparative advantages, competence and complementarity, and meet whenever appropriate.
- 3.6 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 implemented under this MOC.

ARTICLE IV
Exchange of Information

The Parties will 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 document and information restriction policies of the Parties, for safeguarding the confidential character of certain information or data. The Parties shall not disclose any confidential information to any third party without the prior written consent of the other Party. For the purposes of this provision, supplementary agreements shall be concluded by exchange of letters between the Parties setting out details of such information and necessary arrangements.

ARTICLE V
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 VI
Implementation and Cost Sharing

- 6.1 The Parties will make available, to the extent feasible and taking into account the budgetary, financial and human resource constraints, the services of their staff for conducting programmes and projects within the framework of this MOC. The Parties may identify, as appropriate, other resource persons who could be engaged as experts, as mutually agreed by the Parties. The Parties will share the documentation and teaching materials for joint technical assistance activities to the extent appropriate in accordance with the rules and regulations of the respective Parties.
- 6.2 Costs or expenses relating to, or arising from, any programme, project and/or activity undertaken pursuant hereto will be borne by one or both Parties, as the case may be, in accordance with supplementary agreements to be separately reached by the Parties in advance of implementation of the programme, project and/or activities concerned. For the purposes of this provision, supplementary agreements shall be concluded by exchange of letters between the Parties setting out each Party's roles and responsibilities regarding each particular programme, project and/or activities or a group thereof.

ARTICLE VII
Other Matters

- 7.1 Any matter relevant to the purposes of this MOC but not provided for herein will be determined in a manner mutually acceptable by the Parties, and will be included within the scope of this MOC by way of an amendment in accordance with Article X hereof.
- 7.2 This is a shared intention between the Parties, and does not constitute a legally binding instrument.

ARTICLE VIII
Entry into Force, Duration and Termination

- 8.1 This MOC will enter into force on the date first written above and upon its signature by the Parties, and will remain in effect for five (5) years from that date. Thereafter, it will be automatically renewed every third year, unless terminated in accordance with paragraph 8.2 hereof.
- 8.2 This MOC 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 will remain in effect to the extent necessary to permit an orderly settlement of all arrangements made with respect to on-going cooperation activities within the framework of this MOC and in accordance with the relevant supplementary agreements.

ARTICLE IX
Channels of Communication and Notices

- 9.1 For the purpose of facilitating the implementation of this MOC, the focal points of the respective Parties are as follows :
- (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
E-mail : external.relations@wcoomd.org
- (b) **For JICA :** Director
Public Governance and Financial Management Division
Governance Group, Industrial Development and Public Policy
Department
Nibancho Center Building
5-25, Niban-cho, Chiyoda-ku, Tokyo 102-8012, Japan
Tel: 81-3-5226-6912
Fax: 81-3-5226-6332
E-mail : ilptf@jica.go.jp
- 9.2 Either Party may, by notice in writing to the other Party, designate additional representatives or substitute other focal points for those designated in Paragraph 9.1 hereof.
- 9.3 Any notice, request or other communication under this MOC will be in writing and will be deemed to have been duly given when it has been delivered by hand, mail, fax, or email, as the case may be, by either Party to the other at the address specified in Paragraph 9.1 hereof or in the supplementary agreement or such other address as either Party may notify to the other Party.

ARTICLE X
Amendment and Settlement of Disputes

- 10.1 This MOC may be amended by mutual written agreement of the Parties. Any amendment will be without prejudice to any rights or obligations accruing or incurred under this MOC or supplementary agreements thereto reached pursuant to Article VII, prior to the effective date of such amendment.
- 10.2 Any dispute over the interpretation or application of any provision herein contained shall be settled amicably through consultations or by such other means as the Parties shall mutually agree.

In witness whereof, the duly authorized representatives of the Parties hereto have affixed their signatures on the two originals of this MOC in the English language on the date first written above.

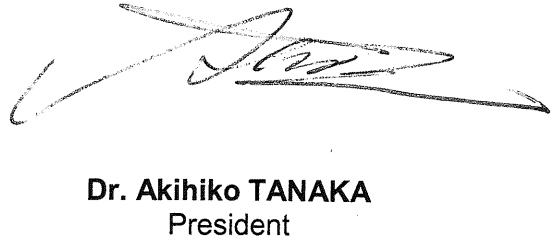
For and on behalf of

THE WORLD CUSTOMS ORGANIZATION

For and on behalf of

**JAPAN INTERNATIONAL
COOPERATION AGENCY**


Dr. Kunio MIKURIYA
Secretary General


Dr. Akihiko TANAKA
President

ANNEX

POTENTIAL AREAS FOR COOPERATION

The following is a non-binding and non-exhaustive, illustrative list of areas which the Parties may consider for potential technical cooperation activities :

1. Strategic assistance to Customs modernization with a view to enhancing revenue collection, protection of civil society, trade facilitation and supply chain security, and regional integration.
2. Cooperation in the delivery of capacity building including organization of workshops, seminars, or other events related to Customs capacity building for Customs modernization by the use of the WCO's instruments and tools at the regional, sub-regional, or national levels on topics such as :
 - (1) Fair and efficient revenue collection (*Revenue Package*).
 - (2) Protection of civil society (combating drug smuggling, pirated and counterfeit goods including fake medicines, and environmentally hazardous goods) (*Compliance & Enforcement Package*).
 - (3) Enhanced economic competitiveness and facilitation of seamless movement of goods (*Economic Competitiveness Package*).
 - (4) Enhanced human resource and organizational development, and good governance (*Organizational Development Package*).
3. Greater harmonization, coordination and complementarity of development assistance in alignment with the four Missions which JICA defines in its Vision "Inclusive and Dynamic Development" :
 - (1) Addressing the global agenda, including various cross-border issues.
 - (2) Reducing poverty through equitable growth.
 - (3) Improving governance, for example through reform of the policies and systems of developing-country governments.
 - (4) Achieving human security.

Collaboration in the context of JICA's projects :

- (1) Dispatching WCO expert(s) as trainer(s) for the train-the-trainer program.
- (2) Dispatching WCO expert(s) as presenter(s) at seminars.
- (3) Dispatching WCO expert(s) for advisory missions.
- (4) Using the expertise of the WCO for projects.
- (5) Other potential projects in the future.

4. Training of personnel to promote uniform understanding of Customs policies and procedures; develop regional Customs training modules, guidelines and manuals; and support the emergence of academic programmes related to Customs.
5. Collaboration in the area of research on Customs and international trade matters of common interest to the Parties.
6. Other areas as may be agreed upon between the Parties from time to time.
