



MEMORANDUM OF UNDERSTANDING BETWEEN THE WORLD CUSTOMS ORGANIZATION¹ AND THE FEDERATION OF EUROPEAN MOVERS ASSOCIATIONS

This Memorandum of Understanding is concluded between the WORLD CUSTOMS ORGANIZATION (hereinafter the "WCO") and the FEDERATION OF EUROPEAN MOVERS ASSOCIATIONS (hereinafter "FEDEMAC").

The WCO and FEDEMAC may also be individually referred to as "Party", or collectively as "Parties".

HAVING REGARD to the Revised Kyoto Convention on the simplification and harmonization of Customs procedures, and to other WCO instruments and tools such as the SAFE Framework of Standards to Secure and Facilitate Global Trade, the WCO Data Model, and the Revised Arusha Declaration that mutually benefit Customs and Trade,

HAVING FURTHER REGARD to the work of FEDEMAC in developing best practices for the world's removal industry, its representation of the mover's interests and its commitment to continued development of Customs broker education and training,

NOTING that Customs-Business partnerships and initiatives are crucial for managing and supporting the international movement of goods and services, and that FEDEMAC plays a significant role in the movement of household goods across international borders,

RECOGNIZING that FEDEMAC provides a link to small and medium sized enterprises who otherwise may be outside the Customs communications network,

RECOGNIZING that education and training of FEDEMAC's National Associations' staff and their clients are important in building a private sector that can be an effective partner in security and facilitation,

BELIEVING that it is necessary to have close cooperation to achieve mutual benefits, including a balance between security and facilitation and their associated costs and benefits,

AWARE that collaboration in capacity building initiatives can benefit both Parties,

CONSIDERING that close cooperation between the Parties is desirable for achieving these goals, the Parties agree that such objectives can be pursued through:

ARTICLE I – GENERAL COOPERATION

- 1.1 The Parties agree to strengthen mutual cooperation and endeavour to adopt mutually relevant guidelines on the development and operation of technical arrangements and initiatives.
- 1.2 The Parties shall endeavour to formalize, maintain and update such agreed upon standards in line with current or future procedures to be defined by the Parties.

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

- 1.3 The Parties shall also strive to promote, to the extent possible, the implementation and widespread use of the agreed upon standards and procedures.
- 1.4 The Parties may consult each other, as needed, on matters of common interest for the purpose of achieving the aims set forth in this Memorandum of Understanding.
- 1.5 The Parties will provide each other with a formal point of contact and their respective email address and telephone number to facilitate communication.
- 1.6 The Parties may decide to exchange information in fields and projects of mutual interest, in accordance with the aims and provisions of this Memorandum of Understanding.
- 1.7 The Parties agree that, in order to safeguard confidentiality of any information to be mutually disclosed, the signature of a preliminary confidentiality agreement may be required.
- 1.8 The Parties may decide to implement activities related to this Memorandum of Understanding as agreed upon by the Parties.

ARTICLE II – ASSISTANCE PROVIDED BY FEDEMAC

FEDEMAC will to the extent possible:

- 2.1 Attend, as an observer, such WCO meetings as are open to it and intervene, as appropriate, to share its members' views or explain their interests.
- 2.2 Send representatives to such specialist WCO Working Groups or other ad hoc groups as may be open to it and relevant to FEDEMAC's interests.
- 2.3 Foster and encourage consultation and cooperation at international, national and regional levels with WCO Member administrations and their regional associations.
- 2.4 Encourage trade experts to attend and participate in WCO meetings at which such expertise may be helpful to the discussions.
- 2.5 Assist in WCO research and capacity building carried out in cooperation with the WCO where relevant to FEDEMAC's interests and expertise.
- 2.6 Transfer knowledge, on a timely basis, through its member associations and their educational and training programmes to both FEDEMAC and its trade partners, particularly small and medium-sized enterprises.
- 2.7 Enhance integrity at the Customs/Trade operational interface by promoting the principles embodied in relevant WCO instruments.
- 2.8 Use FEDEMAC's website and publications, as well as routine internal communications to focus members' attentions on Customs priorities, including but not limited to trade facilitation, security, anti-smuggling, and revenue collection.

ARTICLE III – ASSISTANCE PROVIDED BY WCO

The WCO will to the extent possible:

- 3.1 Send representatives to relevant FEDEMAC meetings to explain the ways in which FEDEMAC, its members and international partners can assist in priority Customs objectives and to discuss the ways in which such Customs concerns can best be related to Customs broker operations.
- 3.2 Receive, allocate to the appropriate technical committee, consider and respond to formal written submissions from FEDEMAC on specific Customs/Trade issues and interests.
- 3.3 Support such practices and procedures embodied in WCO instruments as will facilitate commercial operations and promote future similar cooperation.
- 3.4 Support FEDEMAC initiatives promoting or otherwise furthering WCO endorsed practices and procedures.
- 3.5 Support FEDEMAC initiatives offering education or training to the private sector which is relevant to WCO and FEDEMAC activities..
- 3.6 Give FEDEMAC reasonable notice of WCO meetings or projects known to them that could help publicize and utilize the special expertise and operational resources of FEDEMAC members and partners in measures designed to heighten commercial and Customs standards and advance common interests in compliance and facilitation.
- 3.7 Consider the inclusion of FEDEMAC's expertise in WCO research and capacity building.

ARTICLE IV – MISCELLANEOUS

- 4.1 Notwithstanding any provisions to the contrary in this Memorandum of Understanding, this Memorandum of Understanding constitutes an expression of mutual good faith and is not intended to create legally binding obligations on either Party. This Memorandum of Understanding does not commit any of the Parties to enter into or provide support for any specific activity or project/programe. This Memorandum of Understanding does not represent any commitment on the part of either Party to give preferred treatment to the other in any matter contemplated under this Memorandum of Understanding.
- 4.2 Any specific activities identified under this Memorandum of Understanding as opportunities for cooperation between the two Parties will be the subject of additional written agreements entered into force in accordance with the internal and respective objectives, functions, policies and procedures, funding constraints and the formal approval of the Parties' relevant decision-making bodies, as appropriate.
- 4.3 In keeping with the administrative nature of these arrangements, no provision of this Memorandum of Understanding will be construed to interfere in any way with the independent decision-making autonomy of the two Parties with regard to their respective affairs and operations.

- 4.4 Nothing in this Memorandum of Understanding shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Parties or an exclusive commitment for either Party.
- 4.5 Nothing in this Memorandum of Understanding is intended to be, or should be construed as a waiver of the privileges and immunities of either Party or its officers and employees, which privileges and immunities are hereby specifically reserved.
- 4.6 This Memorandum of Understanding shall enter into force on the date of its signature by both Parties.
- 4.7 This Memorandum of Understanding shall be reviewed upon the request of either the Secretary General of the WCO or the President of FEDEMAC and may be amended by mutual agreement in writing.
- 4.8 Either Party may terminate this Memorandum of Understanding at any time by giving the other Party written notice of three months.
- 4.9 The Parties hereby agree that this Memorandum of Understanding shall fully replace and supersede the Memorandum of Understanding previously signed by the Parties on 9 January 1995, as well as any extensions or amendments thereof.

In witness whereof, the Parties have concluded the present Memorandum of Understanding in 2 (two) originals in each of the English and French languages and appended their signatures thereto.

**FOR THE WORLD CUSTOMS
ORGANIZATION**

Luxembourg, 11 November 2016



**Sergio Mujica,
Deputy Secretary General**

FOR FEDEMAC

Luxembourg, 11 November 2016



**Sabine Hartmann
FEDEMAC President**