



International Organization for Migration (IOM)
The UN Migration Agency



WORLD CUSTOMS ORGANIZATION
ORGANISATION MONDIALE DES DOUANES

Memorandum of Understanding
between
the International Organization for Migration
and
the World Customs Organization

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This Memorandum of Understanding (MOU) is concluded between the International Organization for Migration (hereinafter, "IOM"), an intergovernmental organization part of the United Nations System, with headquarters located at 17, Route des Morillons, CH-1211 Geneva 19, Switzerland, and the World Customs Organization (established in 1952 as the Customs Co-operation Council), an intergovernmental organisation with headquarters located at 30 rue du Marché, Brussels, Belgium (hereinafter, "WCO"). The IOM and WCO may also be individually referred to as "Party" or collectively as "Parties".

WHEREAS IOM, a member of the United Nations system, is committed to the principle that humane and orderly migration benefits migrants and society, and acts to : assist in meeting the operational challenges of migration, advance the understanding of migration issues, encourage social and economic development through migration, and works towards effective respect of human rights and well-being of migrants;

WHEREAS the WCO has the mission to improve the effectiveness and the efficiency of its Member states' Customs administrations across the globe and to help them fulfil their dual role of facilitating trade whilst ensuring security;

CONSIDERING that IOM offers expert advice, research, technical cooperation and operational assistance to States, intergovernmental and non-governmental organizations and other stakeholders, in order to build national capacities and facilitate international, regional and bilateral cooperation on migration matters, including also work on immigration and border management matters;

CONSIDERING that the WCO aims to support its Member states' Customs administrations to stimulate the growth of legitimate and safe trade and travel worldwide, contributing to the well-being of nations, poverty reduction and creating a more stable, secure and peaceful world;

WISHING to establish effective cooperation on issues of mutual interest, in particular those related to effective, efficient and responsible border management;

the Parties agree as follows:

Article 1 Scope of Cooperation

- 1.1. Within their respective mandates and subject to available resources, the WCO and IOM shall act in collaboration and hold consultations on all matters of common interest. To this end, the two Parties shall elaborate an appropriate format framework for consultations, as and when necessary.
- 1.2. The WCO and IOM agree that the activities related to the mandates of both organizations shall, to the extent possible, be coordinated in an effort to achieve good

cooperation and elimination of unnecessary duplication; whenever common interests so indicate, either Party may request the cooperation of the other.

- 1.3. The Parties shall take appropriate measures to ensure effective cooperation and liaison between the Secretariats of the two Parties. This includes close cooperation between headquarters, on the regional level and in field locations, in particular in locations where both Parties are represented.
- 1.4. Each Party shall designate a focal point for continuing contact and exchange of information under the terms of this Memorandum of Understanding.
- 1.5. It is understood that all collaboration under this Memorandum of Understanding will be entirely voluntary on the part of the Parties; it shall be implemented on a consensus basis, and any disputes shall be resolved by mutual agreement of the Parties, as provided in Article 6.

Article 2 Encouraging International, Inter-State and Intra-State Cooperation

- 2.1 The Parties, acting within their respective mandates and subject to availability of resources, shall:
 - i) Encourage and support their respective Member states to strengthen international and inter-country cooperation and exchange of information, in particular in the thematic areas as listed below in Article 4;and
 - ii) Encourage increased intra-state cooperation of relevant national and other agencies concerned with border management.

Article 3 Exchange of Information and Documents; Intellectual Property; Data Protection

- 3.1 The Parties agree to proactively exchange information and documentation in the public domain on matters of common interest.
- 3.2 Where appropriate, and subject to the necessary requirements, information and documentation relating to specific projects or programmes may also be exchanged between the Parties with a view to attaining better complementary action and effective coordination between the Parties.
- 3.3 Each Party retains the ownership and all rights in and to its copyrights, trademarks, name, logos and any other intellectual property. Either Party's use of the other Party's intellectual property is subject to the other Party's prior written approval. If such approval is given, the usage shall be on a non-exclusive basis and the Party using the intellectual property of the other Party shall strictly comply with the written instructions of the other Party and with its guidelines and specifications.
- 3.4 The Parties recognize the importance of protecting and respecting intellectual property rights. This Memorandum of Understanding does not grant the right to use any work created outside the framework of this Memorandum of Understanding and supplementary work arrangements, of which one Party is the author or holds the intellectual property rights. Intellectual property rights for any joint work created by

collaborative activities of the Parties under this Memorandum of which both Parties are the authors, as well as any joint publication, will be set by the Parties in supplementary working arrangements.

- 3.6 All information including personal information which comes into the possession or knowledge of the Parties in connection with this Memorandum is to be treated as strictly confidential. No personal information shall be communicated to any third party without the prior written approval of the person concerned. In the event that the Parties collect, receive, use, transfer or store any personal data in the performance of this Memorandum, they will be applying their respective internal data protection policies. The obligations under this Article shall survive the expiration or termination of this Memorandum of Understanding.

Article 4 Technical Cooperation Projects

- 4.1 Without prejudice to cooperation in additional fields, within their respective mandates and subject to the availability of resources, the Parties agree to explore, inter alia, the following thematic areas for increased cooperation or joint activities:

- i) In the field of border management, conducting risk assessments; production of information materials; capacity building support programmes to governments; development of training manuals, tools, as well as guidance materials; elaboration of joint advocacy messages and public information campaigns.
- ii) Advocating and sharing of good practices and the joint development of recommendations for the development of Coordinated (respectively Integrated) Border Management policies, regulatory frameworks and strengthened administrative structures for Member states.
- iii) Assisting Member states with the optimization of organizational and institutional structures that develop, support and implement (Coordinated) Border Management policies.
- iv) Development of Standard Operating Procedures on Coordinated (respectively Integrated) Border Management.
- v) Supporting the harmonization of capacity building efforts through the development of standardized joint training courses for customs, border police, immigration authorities and other border management officials at the policy level, as well as on the operational level; conduct joint trainings.
- vi) Promote harmonization of responsible data collection and facilitate information exchange between Member states on border management, with a particular focus on risk analysis and risk management.
- vii) Encourage and support the development of standards on the development, acquisition and use of border management related tools, infrastructure and technology.
- viii) Stimulate the institutionalization of regional cooperation and integration on border management.
- ix) Organization of conferences, seminars and workshops on Coordinated (respectively Integrated) Border Management.

- x) Conduct joint research, awareness raising, policy development and capacity building work on border management topics, such as :
 - a. Cross-border trade and development;
 - b. One Stop Border Posts (OSBPs);
 - c. Positive engagement of cross-border communities;
 - d. Risk analysis, risk management;
 - e. Cross-border crime, such as trafficking in persons, smuggling of migrants, smuggling of contraband or counterfeit goods, etc.;
 - f. Cross-border security threats, including terrorist-related threats;
 - g. Irregular cross-border movements;
 - h. Advance Passenger Information (API);
 - i. Humanitarian Border Management in order to prepare and adequately respond to extraordinary border situations triggering mass cross-border movements;
 - j. Public health aspects of the cross-border flow of people, goods, and services;
 - k. The enhanced use of integrated information technology and other technical innovations such as the use of biometrics or blockchain technology for strengthened border management; closer cooperation between and possible integration of customs and immigration information management systems;
 - l. Public-private partnerships related to border management.
- xi) In order to facilitate the effective and timely delivery of humanitarian aid in emergencies, support States to conceptualize, prepare, and if indicated also activate facilitated and accelerated customs procedures.

4.2 For any such joint projects, the Parties shall enter into separate Project Agreements, as deemed necessary, setting out their respective roles and responsibilities. The Parties may agree to combine their own human and financial resources in order to implement such projects, as defined in the Project Agreements.

Article 5 Meetings and Conferences

- 5.1 Each Party may be invited to participate as an observer at relevant meetings and conferences to which intergovernmental organizations have been invited organized by the other Party, in accordance with each Party's applicable rules of procedure and decisions taken by the competent bodies concerning the attendance at meetings.
- 5.2 The Parties may, as appropriate, agree to convene joint meetings and workshops concerning questions in which both have an interest.

Article 6 Dispute Resolution

Any dispute, controversy or claim arising out of or in relation to this Memorandum of Understanding, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

Article 7 Status of the Parties

Nothing in or related to this Memorandum of Understanding shall be deemed to constitute a waiver, expressed or implied, of any of the privileges, immunities, exemptions and facilities enjoyed by either Party as an international organization under international law.

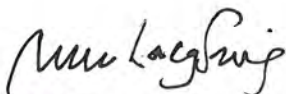
Article 8 Final Provisions

- 7.1 This Memorandum of Understanding shall enter into force on the date of signature by the duly authorized representatives of the Parties. Upon its entry into force, both Parties will publicize it among their field and headquarters personnel.
- 7.2 This Memorandum of Understanding may be terminated at any time by mutual consent of the Parties. The agreement may also be terminated upon written notification by one Party to the other, effective six months after the date of delivery. The provisions of this Memorandum of Understanding will, however, remain in force beyond the date of such termination to the extent necessary to permit an orderly completion of activities and settlement of accounts between the Parties.
- 7.3 This Memorandum of Understanding may be modified by mutual written consent of the Parties. Each Party will give full and sympathetic consideration to any proposal(s) advanced by the other Party. The proposed modification should be made in writing and shall enter into force upon its acceptance in writing by both Parties.

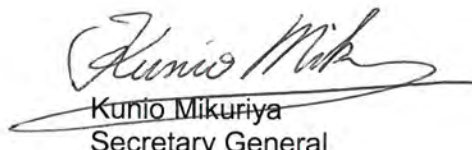
IN WITNESS WHEREOF, the undersigned, being duly authorized, have on behalf of the Parties hereto signed this Memorandum of Understanding in duplicate, in English, on the day and year indicated below.

For the International Organization
for Migration:

For the World Customs Organization:



William Lacy Swing
Director General



Kunio Mikuriya
Secretary General

Signed in Geneva on 7 May 2018.

Signed in Brussels on 8 May 2018.