

**MEMORANDUM OF UNDERSTANDING**

**ON CO-OPERATION**

**BETWEEN**



**THE WORLD HEALTH ORGANIZATION (WHO)**

**AND**



**THE WORLD CUSTOMS ORGANIZATION (WCO)**

**The World Health Organization (hereinafter referred to as the WHO) and the World Customs Organization (hereinafter referred to as the WCO):**

**Considering**, on the one hand, the provisions of the Constitution of the World Health Organization, which provides that the objective of the WHO is the attainment by all peoples of the highest possible level of health, where health is defined as a state of complete physical, mental and social well-being and not merely absence of disease or infirmity,

**Considering**, on the other hand, that the WCO's mission is to enhance the effectiveness and efficiency of Customs administrations in the area of compliance with trade regulations, protection of society and revenue collection, thereby contributing to the economic and social well-being of nations,

**Recognizing** the need for co-operation between the WHO and the WCO in matters of mutual interest,

**Taking into account** that Customs is the principal agency for the control of cross-border movement of commodities and conveyances,

**Convinced** that illicit trafficking in tobacco products and counterfeit pharmaceuticals is harmful to the social well-being of nations ,

**Recognizing** the importance of further strengthening the co-operation between the WHO and the WCO within the fields of their competence including combating illicit trafficking in tobacco products,

**Wishing** to co-ordinate their efforts within the framework of the missions assigned to them and in line with the provisions of the WHO's Constitution and the Convention establishing the WCO,

The WHO and the WCO (hereinafter called the Parties)

**Have agreed on the following:**

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\* World Customs Organization (WCO) is the working name of the Customs Co-operation Council.

## **Article 1**

### **Mutual Consultation**

1. Where appropriate the Parties shall consult on policy issues and matters of common interest for the purpose of facilitating the realisation of their objectives and co-ordinating their respective activities.
2. Notwithstanding paragraph 1 of this Article, specific areas of co-operation shall comprise:
  - i) Exchange of information on measures to combat tobacco smuggling
  - ii) Exchange of information on tobacco smuggling at global, regional and national level to support WHO member States in the negotiation of the Framework Convention on Tobacco Control
  - iii) Information on and participation at meetings, workshops and briefings on revenue and enforcement issues concerning tobacco products, pursuant to the rules and practice of the respective organisations
  - iv) Exchange of information on regulation of duty free sales of tobacco products
  - v) Exchange of information on counterfeit pharmaceuticals
  - vi) Information on and participation at meetings and briefings on counterfeit pharmaceuticals
3. When appropriate, consultation shall be arranged at the required level between representatives of the Parties to agree upon the most effective way in which to organise particular activities and to optimise the use of resources in compliance with their respective mandates.

## **Article 2**

### **Exchange of Information**

1. The Parties shall co-operate with a view to achieving the best use of available information relevant to matters of common interest including illicit cross-border movements of tobacco products and counterfeit pharmaceuticals.
2. The Parties shall exchange information on developments in any of their fields and projects that are of mutual interest and shall reciprocally take observations concerning such activities into consideration with a view to promoting effective co-ordination.

3. Communication of Customs enforcement information by the WCO to the WHO shall be subject to the provisions laid out in the respective Conventions, Resolutions and Recommendations and other rules of the WCO. The communication of information by WHO to WCO shall be subject to such arrangements as may be necessary for the safeguarding of confidential material.

### **Article 3**

#### **Reciprocal Representation**

1. Arrangements may be made for reciprocal representation at WHO and WCO meetings convened under their respective auspices and dealing with matters in which the other party has an interest or technical competence, subject to the procedures applicable to such meetings.

2. The Secretary General of the WCO and the Director General of the WHO shall each designate a person to act as a focal point with a view to ensuring the implementation of the provisions of the present Memorandum of Understanding.

### **Article 4**

#### **Technical Co-operation**

1. The Parties may, on conditions to be mutually agreed in each case, subject to the applicable decisions, regulations and rules and within the limits of their resources, make available their experience and expertise to the other, by providing the services of members of their staff and/or consultants as the case may be.

### **Article 5**

#### **Entry into force, modification and duration**

1. The present Memorandum of Understanding shall enter into force on the date on which it is signed by the Director General of the WHO and the Secretary General of the WCO.

2. The present Memorandum of Understanding may be modified by mutual consent expressed in writing. It may also be terminated by either party by giving six months' notice to the other party.

3. In the event of termination of the Memorandum of Understanding pursuant to paragraph 2 of this Article, the parties shall take all necessary steps to ensure that such a decision is not prejudicial to any activities then in progress within the framework of the present Memorandum of Understanding.

**Article 6**

**Supplementary Arrangements**

1. The parties may enter into such supplementary arrangements or agreements within the scope of the present Memorandum of Understanding in their mutual interest.

**Article 7**

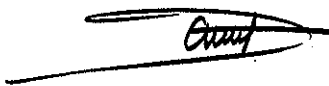
**Disputes**

1. Any dispute between the Parties concerning the interpretation or application of this Agreement, or any question affecting the relationship between the WCO and the WHO shall be referred to the Secretary General of the WCO and the Director General of the WHO, who shall aim to find an equitable solution.

2. Each Party reserves the right to suspend its obligations under this Agreement where one Party applies the procedure laid down in this Article or in any other case where a Party is of the opinion that the obligations incumbent on the other Party under this Agreement have been breached. The Party availing itself of the right provided for in this paragraph will notify the other Party in advance, with a view to agreeing on the continued applicability of the Memorandum of Understanding.

In witness whereof, the Director-General of the World Health Organization and the Secretary General of the World Customs Organization have signed the present Memorandum of Understanding in duplicate, in English and French, both texts being authentic, on the date appearing under their respective signatures.

For the WCO:



Michel Danet

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Secretary General

15 July 2002

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Date

For the WHO:



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Director-General

29 July 2002

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Date