

MEMORANDUM OF UNDERSTANDING

Between

**The United Nations Economic
Commission for Africa**

and

The World Customs Organization

Memorandum of Understanding between the United Nations Economic Commission for Africa (hereinafter referred to as ECA), headquartered in Addis Ababa, Ethiopia, and the World Customs Organization (hereinafter referred to as WCO), having its headquarters in Brussels, Belgium

PREAMBLE

Whereas, ECA and WCO¹ desire to establish a mutually supportive relationship.

Whereas, ECA and WCO wish to establish appropriate arrangements for cooperation.

The two parties agree as follows:

Article I

OBJECTIVES

WCO and ECA shall co-operate in the discharge of their respective mandates in accordance with the provisions of this Memorandum of Understanding.²

Article II

SCOPE

In addition to those areas listed in *Article III*, WCO and ECA may identify areas of common interest within their respective mandates, with particular emphasis on technical co-operation and assistance matters, in which co-operation may foster the purposes of both organizations.

Article III

Modalities of co-operation

1. The WCO secretariat and the ECA secretariat shall co-operate in technical assistance and technical cooperation activities within their respective mandates. Both secretariats shall keep in regular contact and may inform each other of relevant technical assistance activities that either secretariat is called upon to provide.

¹ Established as the Customs Co-operation Council

² For the purposes of this MOU, any reference to the WCO or the ECA as such (and not explicitly to the WCO Secretariat or the UNECA Secretariat) or to the institution or the organisation, is understood to refer to the decision-making bodies of the WCO and the UNECA, respectively.

2. Wherever possible, the WCO secretariat and the ECA secretariat shall devise joint programmes of technical assistance. In this regard, they shall explore possibilities for conducting joint seminars, workshops, training programmes and related activities in areas where both organizations have expertise. Where such joint activities are planned, the secretariats shall agree on mutually acceptable arrangements regarding questions of participants, speakers, logistics and funding.
3. The ECA and WCO secretariats shall exchange technical assistance, expertise and carryout cooperation activities upon request and to the greatest extent possible. Both secretariats shall mutually agree on bearing the non-salary expenses for technical co-operation activities, i.e. travel and subsistence expenses in accordance with their internal rules. Agendas, programmes and documentation for ECA-led and WCO-led technical assistance activities shall be prepared and provided by both secretariats.
4. On request, and subject to availability, ECA will make available, at no charge, its conference centre and associated facilities in Addis Ababa for regional ECA/WCO training courses, workshops and similar events agreed upon jointly.
5. The secretariats of WCO and ECA shall meet as considered necessary, to review the technical co-operation programmes and take measures, as appropriate, to improve their effectiveness.

Article IV

Funding

Both the WCO secretariat and the ECA secretariat recognise the importance of incurring no additional budgetary costs for the implementation of such activities as referred to in *Article III*. If necessary, other appropriate sources of funding shall be identified by the secretariats.

Article V

Amendment and termination

1. This Memorandum of Understanding shall come into effect on signature.
2. It shall be reviewed upon the request of either the Secretary-General of the WCO or the Executive Secretary of ECA, and may be amended by mutual written agreement.


3. This Memorandum of Understanding may be terminated by either the Secretary-General of WCO or the Executive Secretary of ECA by written notice to the other and, unless otherwise agreed, shall terminate six months after receipt of such notice.
4. This MOU shall be regarded as an administrative arrangement between the parties thereto. Any dispute over the interpretation or application of any provision herein contained shall be settled through negotiations or by such other means as the parties shall mutually agree.

For the Secretariat of the
World Customs Organization


Mr. Michel Danet
Secretary-General

Date: 12 March 2001

For the United Nations
Economic Commission for Africa


Mr. K. Y. Amoako
UN Under Secretary-General and
Executive Secretary of ECA

Date: 12 March 2001