

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
THE COMMON MARKET FOR EASTERN AND
SOUTHERN AFRICA (COMESA)
AND
WORLD CUSTOMS ORGANIZATION (WCO)

**MEMORANDUM OF UNDERSTANDING BETWEEN THE WORLD CUSTOMS
ORGANIZATION¹ (WCO), HAVING ITS HEADQUARTERS IN BRUSSELS, BELGIUM, AND
THE COMMON MARKET FOR EASTERN AND SOUTHERN AFRICA (COMESA), HAVING
ITS HEADQUARTERS IN LUSAKA, ZAMBIA**

The World Customs Organization (WCO) and the Common Market for Eastern and Southern Africa (COMESA), referred to hereinafter as "the Parties":

ACKNOWLEDGING that Customs is a critical institution for achieving regional integration and international economic prosperity, and for facilitating international trade;

RECOGNIZING that the World Customs Organization seeks to facilitate international trade through the use of international instruments, adoption of best practices and programmes for modernization of Customs techniques;

RECOGNIZING that COMESA equally seeks to promote trade, investment and development regionally and to accelerate economic and social development in Eastern and Southern Africa;

RECOGNIZING that the WCO and COMESA both now wish to establish a mutually supportive relationship which is essential for the development of trade and the well-being of nations;

RECOGNIZING that the WCO and COMESA both now wish to establish appropriate arrangements for cooperation which will help promote regional and international trade and otherwise be generally mutually beneficial to the Parties;

The two Parties agree as follows:

ARTICLE I
General

The Parties shall work in close cooperation and consultation on matters of common interest in order to harmonize their efforts in the discharge of their respective mandates and to contribute to the economic and social development of COMESA member states and member states of the WCO.

ARTICLE II
Scope of Cooperation

The Parties agree to establish and maintain effective, systematic consultation, co-operation and exchanges of information between each other in support of this Memorandum of Understanding.

¹ Established as the Customs Co-operation Council

ARTICLE III
Financial Obligations

3.1 Notwithstanding any other provision of this Memorandum of Understanding, nothing in this Memorandum of Understanding shall be taken as creating any financial obligation for either Party prior to such obligation being mutually and expressly agreed in writing.

3.2 Any expenditure arising from the implementation of this Memorandum of Understanding that is routine and of negligible amount shall be borne by the Party concerned.

3.3 Where cooperation proposed by one of the parties to the other under this Memorandum of Understanding has greater financial implications than the expenditure referred to above, COMESA and the WCO shall consult each other with a view to determining the means of mobilizing the necessary funds, the most equitable way of defraying the expenditure and, where necessary funds cannot be readily found, shall decide on the most suitable means of procuring them.

ARTICLE IV
Representation at Meetings

4.1 The Parties shall invite each other to their meetings of common interest and also grant each other observer status at meetings in accordance with the rules of procedure for granting of such status by each Organization.

4.2 The participation of representatives at such meetings shall be financed by each Party unless a Party offers to finance the participation of the other Party.

ARTICLE V
Modernization of Customs

The Parties agree to actively promote the modernization of Customs administrations in the COMESA region through the adoption and implementation of Customs instruments and tools sponsored or administered by the WCO in as far as COMESA member states agree within the mandate sanctioned by the COMESA Treaty.

ARTICLE VI
Joint Training Activities

Wherever possible, the WCO Secretariat and COMESA Secretariat shall, within the limits of the resources available to them, co-ordinate joint training activities for Customs officers of COMESA.

ARTICLE VII
Programme of Activities

The Parties shall communicate to each other their programme of activities relating to harmonization and simplification of Customs procedures.

ARTICLE VIII
Entry into Force

This Memorandum of Understanding shall enter into force on the date of its signature.

ARTICLE IX
Amendments

This Memorandum of Understanding shall be reviewed upon the request of either the Secretary General of the WCO or the Secretary General of COMESA, and may be amended by mutual agreement in writing.

ARTICLE X
Termination

Either Party may terminate this Memorandum of Understanding at any time by giving the other Party a written notice of six months.

The termination of the Memorandum of Understanding shall come into effect on the expiry of the notice period of six months unless the Parties herein agree on a specific date of termination.

ARTICLE XI
Effect of Termination

The termination of this Memorandum of Understanding shall in no way affect obligations assumed during the duration of this Memorandum of Understanding.

ARTICLE XII
Dispute Resolution

Any dispute over the interpretation or application of any provision herein shall be settled through negotiations or by such other means as the Parties shall mutually agree.

In witness whereof, the undersigned legal representatives of the Parties herein, have duly affixed their signatures, on the two originals of this Memorandum of Understanding in the English and French languages, both texts being equally authentic.



Michel Danet
Secretary General
World Customs Organization

Date: 7 July 2003.



Erastus J. O. Mwencha MBS
Secretary General
Common Market for Eastern and Southern
Africa

Date: 7 July 2003.