

MEMORANDUM OF UNDERSTANDING
ON
CO-OPERATION BETWEEN
THE
SECRETARIAT OF THE BASEL CONVENTION
AND
THE WORLD CUSTOMS ORGANIZATION

MEMORANDUM OF UNDERSTANDING ON CO-OPERATION BETWEEN THE SECRETARIAT OF BASEL CONVENTION AND THE WORLD CUSTOMS ORGANIZATION*

The Secretariat of Basel Convention (hereinafter referred to as SBC) and the World Customs Organization (hereinafter referred to as WCO),

WISHING TO CO-ORDINATE their efforts within the terms of the Basel Convention and the Council Convention which established the CCC as well as other applicable agreements, resolutions and declarations within their respective mandates;

RECOGNIZING THAT THE SBC has responsibility for co-ordinating and providing effective leadership for the control of transboundary movement of hazardous wastes as mandated by the Basel Convention;

RECOGNIZING THAT THE WCO has responsibility for assisting Customs Administrations worldwide in defining import and export control policy and related law enforcement programmes which contribute to the fight against illicit trafficking of hazardous wastes through its focus on prevention, inspection, investigation and prosecution;

ACKNOWLEDGING the potential risk of Customs and other related officers' contact with illicit hazardous wastes during the course of their work and the need for appropriate training;

BEARING IN MIND the requirements of related international control treaties;

WISHING TO ESTABLISH effective co-operation with a view to enhancing international efforts for the control of transboundary movement of hazardous waste;

AWARE THAT such co-operation should be developed in the light of experience and practical action;

The SBC and the WCO (hereinafter called the Parties) agree upon the following relating to hazardous waste control and related law enforcement activities :

ARTICLE I

MUTUAL CONSULTATION

1. The Parties shall consult regularly on policy issues regarding training and technical assistance and other matters of common interest for the purpose of achieving their objectives, implementing their mandates and co-ordinating their respective activities.

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

2. The Parties shall keep each other informed of developments in any of their activities and projects that are of mutual interest. Each Party will take into consideration the observations of the other Party with a view to promoting co-ordination and co-operation.
3. Whenever appropriate, consultations shall be arranged between representatives of the two Parties to determine the most effective manner in which to organize particular activities and to secure the fullest utilization of resources.

ARTICLE II

EXCHANGE OF INFORMATION AND DOCUMENTS

1. Each party will designate an official as a focal point for the maintenance of close, direct and continuing contacts with a view to ensuring the implementation of the provision of this Memorandum of Understanding.
2. The Parties shall co-ordinate their efforts to achieve the best use of available information including seizure data and legislative information relevant to hazardous wastes smuggling and to ensure the most effective utilization of their resources in the collection, analysis, publication and diffusion of such information.
3. Subject to such restrictions and arrangements as may be considered necessary by either Party to preserve the confidential nature of certain information and documents, full and prompt exchange of information and documents concerning matters of common interest shall be made between the Parties.
4. The Parties shall invite each other to attend as observers, meetings convened under their respective auspices and which consider matters in which the other party has an interest or technical competence.

ARTICLE III

TECHNICAL CO-OPERATION AND FINANCIAL ASSISTANCE

1. When in the interest of their respective activities, either Party may seek the other's technical expertise and co-operation. In this regard, executing agency agreements, co-operation agreements and letters of agreement on specific programmes will be elaborated as necessary to clarify the role of each party in the undertakings and to facilitate joint planning of activities.
2. The Parties shall co-operate in the development and implementation of technical assistance programmes at the country, regional and international levels.

3. In this process the Parties may combine their own human and financial resources. The parties shall also collaborate in identifying appropriate consultants and experts to implement joint programmes and to assist in technical programmes undertaken by either organization.
4. The implementation of joint programmes shall be subject to the availability of adequate resources to be determined for each activity by both Parties in accordance with their respective relevant regulations and rules.
5. Joint project activities shall be subject to the approval of individual project documents by both Parties and to periodic evaluation to be agreed upon. They shall also form part of the programme of work approved by the policy-making bodies of the Parties.

ARTICLE IV

TECHNICAL MEETINGS AND MISSIONS

1. The Parties will consult each other to ensure the greatest possible degree of co-ordination in regard to meetings and missions of technical experts concerning questions in which both Parties have an interest.
2. Whenever appropriate, the Parties shall consult each other on their country, regional and international level programmes and projects.
3. The Parties may, in appropriate cases, agree to sponsor on terms to be arranged in each particular case, joint consultations and technical meetings concerning questions in which both Parties have an interest. The manner in which action recommended by such joint consultations and meetings is undertaken shall be agreed between the two Parties.

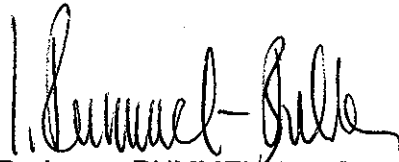
ARTICLE V

GENERAL PROVISIONS

1. This Memorandum of Understanding will take effect upon signature by both Parties and will remain in force unless terminated by mutual consent or by either Party giving six months' written notice of termination to the other Party. The provisions of this memorandum 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.
2. The Memorandum of Understanding may be modified by mutual written consent. Each part will give full and sympathetic consideration to any proposals advanced by the other Party to that effect.

3. In witness whereof, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Memorandum of Understanding on the day and year below written.

Done in Brussels/Geneva on 17 November 1997



Dr. Iwona RUMMEL- BULSKA
Executive Secretary
Basel Convention Secretariat



James W. SHAVER
Secretary General
World Customs Organization