

**MEMORANDUM OF UNDERSTANDING
ON COOPERATION BETWEEN THE
INTERNATIONAL ATOMIC ENERGY AGENCY
AND THE WORLD CUSTOMS ORGANIZATION***

The International Atomic Energy Agency (hereinafter referred to as the "IAEA") and the World Customs Organization (hereinafter referred to as "WCO"),

WISHING TO COORDINATE their efforts within the terms of the Statute of the IAEA and the Organization's Convention which established the WCO as well as other applicable agreements, resolutions and declarations within their respective mandates;

BEARING IN MIND the provisions of the Treaty on the Non-Proliferation of Nuclear Weapons (NPT) and the Convention on Physical Protection of Nuclear Material;

AWARE of the activities of the IAEA relating to the security of nuclear materials and other radioactive sources;

RECOGNIZING THAT THE WCO has the responsibility for assisting Customs Administrations worldwide in defining control policies and law enforcement programmes which contribute to the fight against illicit trafficking in nuclear and other radioactive materials through its focus on prevention, inspection, investigation and prosecution;

APPRECIATING the potential risk to Customs staff and other personnel of contact with illicit nuclear and other radioactive materials during the course of their work and the need for appropriate awareness and training.

* World Customs Organization (WCO) is the working name of the Customs Cooperation Council (CCC)

WISHING TO ESTABLISH effective cooperation with a view to enhancing international efforts to combat illicit trafficking in nuclear and other radioactive materials;

AWARE THAT such cooperation should be developed in the light of experience and practical action;

IAEA and WCO (hereinafter called the Parties) agree upon the following relating to measures against illicit trafficking in nuclear and other radioactive materials.

Article 1

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 coordinating their respective activities.
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 coordination and cooperation.
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 2

Exchange of Information and Documents

1. Each Party will designate an official as focal point for the maintenance of close, direct and continuing contacts with a view to ensuring the implementation of the provisions of the present Memorandum of Understanding.

2. The Parties shall coordinate their efforts to achieve the best use of available information including seizure data and legislative information relevant to measures against illicit trafficking in nuclear and other radioactive materials 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, according to their respective regulations, rules and practice, 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 3

Technical and financial co-operation

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 cooperate in the development and implementation of technical assistance programmes at the national, regional or international level.

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 be subject to the programme of work approved by the policy-making bodies of the Parties.

Article 4

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. The Parties shall, as appropriate, consult each other on their technical meetings and missions.
3. The Parties may, in appropriate cases, agree to sponsor on terms to be arranged in each particular case, joint consultations and technical meetings and training courses 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 5

General Provisions

1. Neither Party may assign, transfer, pledge or make any other disposition of this Memorandum of Understanding, in whole or in part, without the prior written consent of the other Party.
2. Each Party shall be responsible for the acts and omissions of its staff, employees

and agents.

3. Nothing in this Memorandum of Understanding shall be construed to imply a waiver of the privileges and immunities accorded to the IAEA by its Member States.

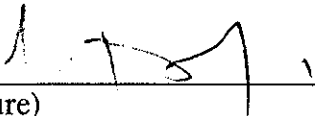
4. Any dispute between the Parties concerning the interpretation or application of this Memorandum of Understanding shall be settled by mutual agreement of the Parties.

5. The present 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 between the Parties.

6. The Memorandum of Understanding may be modified by mutual written consent. Each Party will give full and sympathetic consideration to any proposals advanced by the other Party to that effect.

7. In witness thereof, 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.

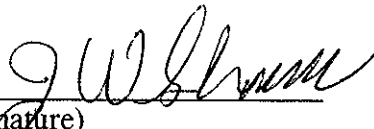
For the INTERNATIONAL ATOMIC
ENERGY AGENCY:


(Signature)

Mohamed ELBARADEI - Director
(Name and Title) General

13 May 1998
(Place and Date)

For the WORLD CUSTOMS
ORGANIZATION:


(Signature)

J.W. SHAVER - Secretary General
(Name and Title)

13 May 98
(Place and Date)

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