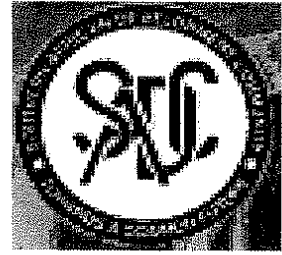




WORLD CUSTOMS ORGANIZATION



MEMORANDUM OF UNDERSTANDING

BETWEEN THE

WORLD CUSTOMS ORGANIZATION (WCO) AND

THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY

(SADC)

MEMORANDUM OF UNDERSTANDING
BETWEEN THE WORLD CUSTOMS ORGANIZATION¹ (WCO),
HAVING ITS HEADQUARTERS IN BRUSSELS, BELGIUM, AND
THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC),
HAVING ITS HEADQUARTERS IN GABORONE, BOTSWANA

The World Customs Organization (WCO) and the Southern African Development Community (SADC), 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 WCO seeks to facilitate international trade through the use of international instruments, adoption of best practices and programmes for modernization of Customs techniques;

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

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

Hereby agree as follows :

ARTICLE I
Objective

The Parties shall work to promote close co-operation 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 SADC Member States and Members of the WCO.

¹ Established as the Customs Co-operation Council.

ARTICLE II
Scope of co-operation

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.

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 co-operation proposed by one of the Parties to the other under this Memorandum of Understanding has greater financial implications than the expenditure referred to above, SADC 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 SADC region through the adoption and implementation of Customs instruments and tools sponsored or administered by the WCO in as far as SADC Member States agree within the mandate sanctioned by the SADC Treaty.

ARTICLE VI
Joint training activities

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

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 Executive Secretary of SADC, 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.

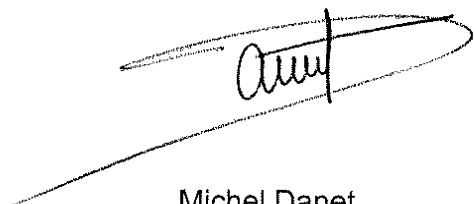
ARTICLE XI
Effect of termination

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

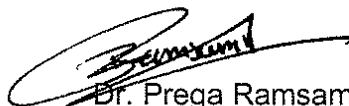
Any dispute over the interpretation or application of any provision herein shall be settled through negotiations or by such other means as the Parties shall mutually agree.

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 : 5 July 2004



Dr. Prega Ramsamy
Executive Secretary
Southern African Development Community

Date : 5 July 2004