

**MEMORANDUM OF UNDERSTANDING
ON CO-OPERATION BETWEEN
THE WORLD CUSTOMS ORGANIZATION
(WCO)
AND
GS1**

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AND GS1

The World Customs Organization (WCO) and GS1 referred to hereinafter as "the Parties" :

RECOGNIZING that the Parties wish to establish a framework for co-operation, such as mutually beneficial programmes, projects and activities that set the foundation for the recognition of WCO and GS1 standards and develop appropriate technical collaboration to help promote regional and international trade and otherwise be generally mutually beneficial to the Parties;

RECOGNIZING 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 GS1 is a leading global organization dedicated to the development and implementation of global standards and solutions to improve the efficiency and visibility of supply and demand chains internationally and across sectors, both private and public;

RECOGNIZING also that the use of GS1 identification and traceability standards could contribute to WCO efforts to ensure supply chain security and the protection of society, facilitate international trade and increase the efficiency and predictability of Customs procedures at national borders;

* Established in 1952 as the Customs Co-operation Council.

Have agreed as follows :

ARTICLE I

The Parties shall co-operate in the discharge of their respective mandates in accordance with the provisions of this Memorandum of Understanding.

ARTICLE II

The Parties agree to establish and maintain effective, systematic consultation, co-operation and exchange of information on matters of common interest in support of this Memorandum of Understanding.

ARTICLE III

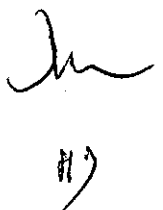
The Parties shall designate contact persons in order to facilitate the most efficient co-operation.

ARTICLE IV

The Parties shall invite each other to their meetings of common interest, as observers.

ARTICLE V

The Parties agree that projects which are jointly undertaken shall be clearly defined and delineated by a joint project proposal which must include a succinct description of the proposed project, an estimate of time required and resources expected to be committed by each Party.

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ARTICLE VI

The Parties agree that co-operation shall, to the extent possible, include participation in each other's work teams, either through written contribution or exchange of experts, whereby representatives shall represent the views of the technical body that appointed them.

ARTICLE VII

1. The Parties agree to support and encourage the harmonization of standards in the Customs sector.
2. The Parties recognize the value of co-operation in the field of supply chain standards and technologies directly or indirectly related to their respective mandates.

ARTICLE VIII

Wherever possible, the Parties shall, within the limits of the resources available to them, co-ordinate joint training activities or participate in the training activities of the other Party.

ARTICLE IX

The Parties expressly agree that :

1. Ownership rights to GS1 trademarks and standards or WCO trademarks and standards are neither extended nor transferred.
2. There will be no exchange of mailing lists or general membership information.

ARTICLE X

1. GS1 is prepared to assist the WCO in the development of supply chain standards that meet the requirements of the Customs sector. For this purpose, GS1 will produce the necessary system definitions and offer support to the Customs sector.
2. The WCO will participate in the standards development work of GS1 related to the Customs sector.

ARTICLE XI

1. This Memorandum of Understanding shall enter into force on the date of its signature by both Parties.
2. It shall be reviewed upon the request of either the Secretary General of the WCO or the President-CEO of GS1 and may be amended by mutual agreement.
3. This Memorandum of Understanding shall be reviewed by the Parties every two years. At the end of each two-year term, the Parties may amend this Memorandum of Understanding as they consider necessary.
4. Either Party may terminate this Memorandum of Understanding by providing 90 days' written notice to the other Party with the reasons for termination. In that event, both Parties shall take measures to finalize the existing work and joint projects.
5. This Memorandum of Understanding shall be regarded as an administrative arrangement between the two Parties. Any dispute over the interpretation or application of any provision herein shall be settled through negotiation or by such other means as the Parties shall mutually agree.
6. This Memorandum of Understanding between GS1 and the WCO is non-exclusive and does not prevent either Party from concluding agreements or Memoranda of Understanding with other parties.

In witness whereof, the undersigned legal representatives of the Parties hereto have duly affixed their signatures on the two originals of this Memorandum of Understanding in the English language.

Done at Brussels, on 19 November 2007.



Michel Danet
Secretary General
World Customs Organization



Miguel Lopera
President & CEO
GS1