



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE WORLD CUSTOMS ORGANIZATION<sup>1</sup> (WCO)  
AND  
THE UNIVERSITY OF COSTA RICA (UCR)**

***TO PROMOTE CO-OPERATION IN THE DEVELOPMENT AND PROVISION  
OF WORLD-CLASS CUSTOMS TRAINING, EDUCATION, CAPACITY BUILDING  
AND RESEARCH***

This Memorandum of Understanding is concluded

Between

The World Customs Organization (WCO), represented by its Secretary General, Mr. Michel Danet, elected by WCO Council Decision No. 311 of June 2003

and

The University of Costa Rica, San Jose, Costa Rica, represented by its Rector, Dr. Yamileth González García, identity card number 2-246-555, elected by the Plebiscitary Assembly of April 23, 2004, register number 4-0000-42149-36, with the authority stipulated in Article Forty clause one of the Organic Statute of the University of Costa Rica, henceforth designated "UCR".

Collectively referred to hereafter as "the Parties" and individually as "the Party".

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<sup>1</sup> Established in 1952 as the Customs Co-operation Council.

*YGS*

**The Parties :**

- (a) **ACKNOWLEDGING** that the WCO is the sole competent global intergovernmental organization in Customs matters, whose mission is to enhance the effectiveness and efficiency of Customs administrations,
- (b) **ACKNOWLEDGING** that the University of Costa Rica is an autonomous institution of higher education, integrated by a community of professors, students and administrative staff, dedicated to teaching, research, social service, studying, meditating, artistic creation, and to the dissemination of knowledge. It operates independently and has full legal capacity to acquire rights and obligations, as well as its own organization and management.
- (c) **RECOGNIZING** the desire of both Parties to assist Customs administrations in their efforts to meet the challenges of the modern business environment and adapt to changing circumstances, by promoting international communication and co-operation, and by fostering integrity, human-resource development, transparency, improvements in the management and working methods of Customs administrations and the sharing of best practices,
- (d) **NOTING** that the WCO is committed to enhancing regional Customs training, education and capacity building, in particular through its e-learning programme and through its Regional Offices for Capacity Building (ROCBs) and Regional Training Centres (RTCs),
- (e) **RECOGNIZING** also the potential synergies between the Parties through their commitment to world-class Customs training, education, capacity building and research,

**Hereby agree as follows :**

**General**

- 1. To develop a long-term strategic alliance that will mutually benefit the organizational aims and objectives of both Parties.
- 2. To permit reference to the professional association between the two Parties to be made by either Party in public documents such as information brochures, subject to the prior approval of the other Party.

**Training, education and capacity building initiatives**

- 3. To explore opportunities to co-operate and minimize duplication of effort in the areas of training, e-learning, capacity building and management development.



4. To seek to maximize the level of articulation between the training and development programmes provided by the WCO and its Members and the programmes provided by UCR.
5. To explore opportunities to progress jointly regional training, education and capacity building activities through ROCBs and RTCs.
6. To explore opportunities to develop and subsequently extend accreditation to activities pursued by any or all WCO Members worldwide.
7. To facilitate co-operative arrangements by providing UCR with observer status on the High Level Working Group on Capacity Building, Training and Technical Assistance, as well as access to the WCO Members' Web site.

#### **Research**

8. To collaborate on strategic research activities that will assist the WCO and its Members to position themselves to meet the future demands of the global economy.
9. To negotiate an agreed research output on an annual basis.

#### **Intellectual property**

10. To recognize the respective ownership of materials based upon the source and the individual Party's contribution to the commissioning, writing and preparation of such materials.
11. To reach agreement on the use of each other's intellectual property on a case-by-case or on a general basis. The agreement, which may involve a fee, should be in writing and specify any conditions on the use of the material.
12. When either UCR or the WCO agrees to allow the other Party to use its material, this is done so on the basis that the assigning Party has the right to license the use of the material.
13. Each Party will own the results obtained separately and independently, and will be co-owners of the results achieved through joint work.

*YRS*

*H*

## Communication

Formal communication between the two Parties will generally be exchanged for administrative purposes between the Office of International Affairs and External Cooperation, at UCR:

Universidad de Costa Rica  
Ciudad Universitaria Rodrigo Facio  
San Pedro de Montes de Oca, San Jose, Costa Rica  
Ph: + (506) 2207-5080  
Fax: + (506) 2225-5822  
E-mail: [oaice@ucr.ac.cr](mailto:oaice@ucr.ac.cr)

For academic purposes at UCR, to:

Director School of Public Administration  
Ciudad Universitaria Rodrigo Facio  
San Pedro de Montes de Oca, San Jose, Costa Rica  
Ph: + (506) 2207-4374, (506) 2207-5660  
Fax: + (506) 2234-1767  
E-mail: <[mayelac@cariari.ucr.ac.cr](mailto:mayelac@cariari.ucr.ac.cr)>; [catmacav@cariari.ucr.ac.cr](mailto:catmacav@cariari.ucr.ac.cr)

### Coordinator of the Major in Customs Administration and International Trade

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For the WCO:

Joseph Kelly  
Deputy Director Capacity Building, WCO  
E-mail: [Joe.Kelly@wcoomd.org](mailto:Joe.Kelly@wcoomd.org)

## Legal force

14. This Memorandum of Understanding does not create legal rights or obligations. The Parties will co-operate in good faith to implement this Memorandum of Understanding.

*YYS*

**Modifications**

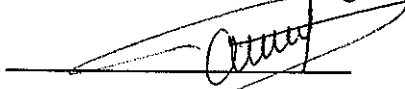
15. Any modifications made to this Memorandum of Understanding are subject to the mutual consent of both Parties. Such modifications will be attached to and will form part of the Memorandum of Understanding.

**Period of validity**

This Memorandum of Understanding will remain in force for a period not longer than five (5) years. The Memorandum of Understanding can be renewed for additional periods by mutual written consent of the Parties thereto. Both Parties reserve the right to terminate this Memorandum of Understanding upon written notice given six (6) months prior to the termination date becoming effective. In that case, it is understood that all activities already commenced will continue in effect until their previously planned termination.

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

For the World Customs Organization



Mr. Michel Danet  
Secretary General

Date: 23 JUN 2008

For the University of Costa Rica



Dr. Yamileth González García  
Rector

Date: 03 JUL. 2008