



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE WORLD CUSTOMS ORGANIZATION

AND

THE GLOBAL EXPRESS ASSOCIATION

MEMORANDUM OF UNDERSTANDING BETWEEN THE WORLD CUSTOMS ORGANIZATION¹ AND THE GLOBAL EXPRESS ASSOCIATION

This Memorandum of Understanding (hereinafter "MoU") is concluded between the WORLD CUSTOMS ORGANIZATION (hereinafter the "WCO") and the GLOBAL EXPRESS ASSOCIATION (hereinafter "GEA").

The WCO and GEA may also be individually referred to as "Party", or collectively as "Parties".

HAVING REGARD to the Revised Kyoto Convention on the simplification and harmonization of Customs procedures,

HAVING FURTHER REGARD to other WCO instruments and tools, including but not limited to, the Harmonized Commodity Description and Coding System, the SAFE Framework of Standards to Secure and Facilitate Global Trade, the Istanbul Convention, the WCO Data Model, and the Revised Arusha Declaration that mutually benefit Customs and the international express delivery industry,

RECOGNIZING that Customs-Business partnerships and initiatives are crucial for managing and supporting the international movement of goods and services, and that linked to this overarching objective Customs-Business partnership has been designated as the key theme for International Customs Day in 2010,

BELIEVING it is necessary to have close co-operation to achieve mutual benefits, including a balance between security and facilitation,

AWARE that collaboration in capacity building initiatives benefits both Parties,

CONSIDERING that close co-operation between the Parties is desirable for achieving these goals,

The Parties agree that such objectives can be pursued through:

ARTICLE I – GENERAL CO-OPERATION

- 1.1 The Parties agree to strengthen mutual co-operation and endeavour to adopt mutually relevant guidelines on the development and operation of technical arrangements and initiatives.
- 1.2 The Parties shall endeavour to formalize, maintain and update such agreed upon standards in line with current or future procedures to be defined by the Parties.
- 1.3 The Parties shall also strive to promote the implementation and widespread use of the agreed upon standards and procedures.
- 1.4 The Parties may consult each other, as needed, on matters of common interest for the purpose of achieving the aims set forth in this MoU.
- 1.5 The Parties will provide each other with a formal point of contact and their respective e-mail address and telephone number to facilitate communication.
- 1.6 The Parties may decide to exchange information in fields and projects of mutual interest, in accordance with the aims and provisions of this MoU.

¹ Established in 1952 as the Customs Co-operation Council.

- 1.7 The Parties agree that, in order to safeguard confidentiality of any information to be mutually disclosed, the signature of a preliminary confidentiality agreement may be required.
- 1.8 The Parties further agree that all administrative matters linked to the execution or operational feasibility of this MoU shall be decided and formalized in documents to be agreed upon later by the Parties, as the case may be.

ARTICLE II – ASSISTANCE PROVIDED BY GEA

GEA will to the extent possible:

- 2.1 Attend such WCO meetings as are open to observers and intervene, as appropriate, to share its members' views or explain their interests.
- 2.2 Furnish the WCO with its Annual Report and up-to-date member lists.
- 2.3 Send representatives to such specialist WCO Working Groups or other ad hoc groups as may be open to them and relevant to GEA's interests.
- 2.4 Foster and encourage consultation and co-operation at national and regional levels with WCO Member administrations and their regional groupings.
- 2.5 Encourage GEA and other international express delivery industry experts to attend and participate in WCO meetings open to them and at which such expertise may be helpful to the discussions.
- 2.6 Identify its relevant expertise to assist in WCO research and capacity building carried out in co-operation with the WCO.
- 2.7 Enhance integrity at the Customs/international express delivery operational interface by promoting the principles embodied in relevant WCO instruments and tools.
- 2.8 Use GEA's website and publications, as well as routine internal communications, to focus its members' attention on Customs priorities, including but not limited to trade facilitation, security, anti-smuggling activities, and revenue collection.

ARTICLE III – ASSISTANCE PROVIDED BY WCO

The WCO will to the extent possible:

- 3.1 Send representatives to relevant GEA meetings to explain the ways GEA's members can assist with priority Customs objectives and to discuss the ways in which Customs concerns can best be related to GEA's interests.
- 3.2 Receive, allocate to the appropriate technical committee, consider and respond to formal written submissions from GEA on specific Customs/international express delivery issues and interests.
- 3.3 Give GEA reasonable notice of WCO meetings or projects that could help publicize and utilize the special expertise and operational resources of GEA members in measures designed to heighten commercial and Customs standards and advance common interests in compliance and facilitation.
- 3.4 Help ensure appropriate opportunities for inclusion of GEA's expertise in WCO research and capacity building.

ARTICLE IV – MISCELLANEOUS

- 4.1 This MoU shall enter into force on the date of its signature by both Parties.
- 4.2 This MoU constitutes an expression of mutual good faith and is not intended to create legally binding obligations on either Party.
- 4.3 This MoU is subject to the respect of WCO policies and guidelines, including but without limitation Copyright policy on the WCO's publications.
- 4.4 This MoU shall be reviewed upon the request of either the Secretary General of the WCO or the Director General of GEA and may be amended by mutual agreement in writing.
- 4.5 The Parties will send representatives to annual reviews of the content and application of this MoU.
- 4.6 Either Party may terminate this MoU at any time by giving the other Party written notice of three months.
- 4.7 The Parties hereby agree that this MoU shall fully replace and supersede the MoU previously signed by the Parties on 21 October 1987 (under the GEA's previous name of INTERNATIONAL EXPRESS CARRIER CONFERENCE or IECC), as well as any extensions or amendments thereof.

In witness whereof, the Parties have concluded the present MoU in 2 (two) originals in each of the English and French languages and appended their signatures thereto.

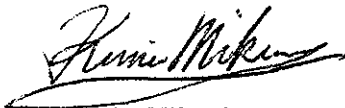
**FOR THE WORLD CUSTOMS
ORGANIZATION**

**FOR THE GLOBAL EXPRESS
ASSOCIATION**

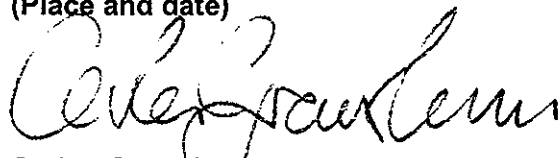
Brussels, 25 June 2010

(Place and date)

(Place and date)



**Kunio Mikuriya,
Secretary General.**



**Carlos Grau Tanner,
Director General.**