



**Memorandum of Understanding
between
the International Federation of Red Cross and Red Crescent
Societies
and
the World Customs Organization**

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This Memorandum of Understanding (MOU) is concluded between the International Federation of Red Cross and Red Crescent Societies (hereinafter, "IFRC"), an international humanitarian organization with headquarters located at 17 chemin des Crêts, Petit-Saconnex, Geneva, Switzerland, and the World Customs Organization¹, an inter-governmental organization focused on customs matters with headquarters located at 30 rue du Marché, Brussels, Belgium (hereinafter, "WCO"). The IFRC and WCO may also be individually referred to as "Party" or collectively as "Parties".

WHEREAS the IFRC is an international organization whose general object is, in conformity with the Fundamental Principles of the International Red Cross and Red Crescent Movement, to inspire, encourage, facilitate and promote at all times all forms of activities by National Red Cross and Red Crescent Societies, with a view to preventing and alleviating human suffering, and thereby contributing to the maintenance and promotion of human dignity and peace in the world;

WHEREAS the WCO is an intergovernmental organization whose mission is to improve the effectiveness and the efficiency of its Member Customs administrations across the globe and to help them fulfil their dual role of facilitating trade whilst ensuring its security;

WHEREAS National Red Cross and Red Crescent Societies, by virtue of international law and national legislation, are recognized as auxiliaries to the public authorities in the humanitarian field;

CONSIDERING that the IFRC and its member National Societies frequently need to send or receive goods and equipment across international borders quickly and securely in furtherance of their humanitarian work, in particular during humanitarian emergencies;

CONSIDERING that the WCO has been active in developing treaty provisions, recommendations, models and other tools to assist its Members in instituting optimal procedures for addressing relief consignments in cases of disaster or crisis and would like to continue to expand its services to its Members in this area;

CONSIDERING that the IFRC has developed expertise in issues relating to the facilitation and regulation of international disaster relief, including those related to customs clearance and exemptions, and that it led negotiations for the development of the "Guidelines for the domestic facilitation and regulation of international disaster relief and initial recovery assistance," which were unanimously adopted by the State Parties to the Geneva Conventions at the 30th International Conference of the Red Cross and Red Crescent in 2007;

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

WISHING to establish effective cooperation on issues of mutual interest, in particular those related to the handling of relief consignments;

The Parties agree as follows:

Article 1 Scope of Cooperation

1.1. The Parties shall cooperate and consult regularly on matters of mutual interest, including norms and best practices relevant to customs treatment of consignments by:

- The IFRC and National Red Cross and Red Crescent Societies in particular, and
- All providers of disaster relief materials, equipment and pre-positioned disaster relief stock.

Article 2 Encouraging the Cooperation of Members

2.1 The Parties shall encourage and support their Members to strengthen their own cooperation and exchange of information, in particular in the areas described in Article 1.

Article 3 Exchange of Information and Documents

3.1 Each party shall designate an official as the focal point for continuing contact and exchange of information under the terms of this MOU.

3.2 Subject to the regulations, decisions and practices of the Parties, the IFRC and WCO shall exchange information on matters of mutual interest.

3.3. The Parties maintain sole authority over their respective names, logos and emblems. Neither party is authorized under this MOU to make use of the other Party's name or emblem, except as separately agreed by the Parties.

Article 4 Technical Cooperation Projects

4.1 The Parties may agree to engage in joint projects, such as the development of:

- tools, manuals and/or guidance materials for their own Members and other relevant stakeholders;
- information and/or training materials and capacity building programmes;
- joint advocacy messages and/or public information campaigns.

4.2 For any such joint projects, the Parties shall enter into separate Project Agreements, setting out their respective roles and responsibilities. The Parties may agree to combine their own human and financial resources in order to implement such projects, as defined in the Project Agreements.

Article 5 Meetings and Conferences

- 5.1 Each Party may be invited to participate as an observer at relevant meetings and conferences organized by the other.
- 5.2 The Parties may, as appropriate, agree to convene joint meetings and workshops concerning questions in which both have an interest.

Article 6 Dispute Resolution

- 6.1 This MOU is not intended to create legally enforceable rights or obligations.
- 6.2 Any dispute as to the interpretation or application of this MOU shall be resolved by common agreement of the Parties.
- 6.3 Nothing in or related to this MOU shall be deemed to constitute a waiver of the privileges, immunities, exemptions and facilities enjoyed by either Party under international law.

Article 7 Final Provisions

- 7.1 This MOU shall provisionally enter into force on the date of signature by the duly authorized representatives of the Parties. In accordance with the Constitution of the IFRC, the MOU shall enter into full force upon the date of ratification by the IFRC's Governing Board.
- 7.2 This MOU may be terminated at any time by mutual consent of the Parties. The agreement may also be terminated upon written notification by one Party to the other, effective six months after the date of delivery.
The provisions of this MOU will, however, remain in force beyond the date of such termination to the extent necessary to permit an orderly completion of activities and settlement of accounts between the Parties.
- 7.3 This MOU may be modified by mutual written consent. Each Party will give full and sympathetic consideration to any proposal(s) advanced by the other Party.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have on behalf of the Parties hereto signed this MOU in duplicate, in English and French, both texts being authentic, on the day and year indicated below.

For the International Federation of
Red Cross and Red Crescent Societies:

For the World Customs
Organization:



Matthias Schmale
Under Secretary-General



Kunio Mikuriya
Secretary General

Signed in Brussels on 25 June 2010.