

WORLD CUSTOMS ORGANIZATION



BIMCO

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORLD CUSTOMS ORGANIZATION (WCO)
AND
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE WORLD CUSTOMS ORGANIZATION¹ (WCO),
AND THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO),**

This Memorandum of Understanding (MoU) is concluded between the WORLD CUSTOMS ORGANIZATION (hereinafter the “WCO”) and the BALTIC AND INTERNATIONAL MARITIME COUNCIL (hereinafter “BIMCO”).

The WCO and BIMCO 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 such as the SAFE Framework of Standards to Secure and Facilitate Global Trade, the WCO DATA Model, and the Revised Arusha Declaration that mutually benefit Customs and Trade,

RECOGNIZING that Customs-Business partnerships and initiatives are crucial for managing and supporting the international movement of goods and services,

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

AWARE that collaboration in capacity building initiatives benefits both Parties,

CONSIDERING that close cooperation 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 Established in 1952 as the Customs Cooperation Council.

- 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, to the extent possible, 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 email 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.
- 1.7. 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 BIMCO

BIMCO 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.
- 2.3 Send representatives to such specialist WCO Working Groups or other ad hoc groups as may be open to them and relevant to BIMCO's interests.
- 2.4 Foster and encourage consultation and co-operation at national and regional levels with WCO Member administrations and their regional associations.
- 2.5 Encourage trade experts to attend and participate in WCO meetings 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/Trade operational interface by promoting the principles embodied in relevant WCO instruments.

- 2.8 Use BIMCO's website and publications, as well as routine internal communications to focus members' attention on Customs priorities, including but not limited to trade facilitation, security, anti-smuggling, and revenue collection.

ARTICLE III **Assistance provided by WCO**

The WCO will to the extent possible :

- 3.1. Send representatives to relevant BIMCO meetings to explain the ways in which they expect their members to assist in priority Customs objectives and to discuss the ways in which such Customs concerns can best be related to commercial maritime operations.
- 3.2. Receive, allocate to the appropriate technical committee, consider and respond to formal written submissions from BIMCO on specific Customs/Trade issues and interests.
- 3.3. Support such practices and procedures embodied in WCO instruments by their members as will facilitate time-sensitive commercial operations and promote future similar co-operation.
- 3.4. Give BIMCO reasonable notice of WCO meetings or projects known to them that could help publicize and utilize the special expertise and operational resources of BIMCO members in measures designed to heighten commercial and Customs standards and advance common interests in compliance and facilitation.
- 3.5. Help ensure appropriate opportunities for inclusion of BIMCO's expertise in WCO research and capacity building.
- 3.6. Facilitate contact between BIMCO and national and/or regional Customs agencies and/or organizations to help establish framework agreements for Customs/Trade cooperation and information exchange at the operational level.

ARTICLE IV **Miscellaneous**

- 4.1. Notwithstanding any provisions to the contrary in this MoU, this MoU constitutes an expression of mutual good faith and is not intended to create legally binding obligations on either Party. This MoU does not commit either of the Parties to enter into or provide support for any specific activity or project/program. This MoU does not represent any commitment on the part of either Party to give preferred treatment to the other in any matter contemplated under this MoU.
- 4.2. Any specific activities identified under this MoU as opportunities for co-operation between the two Parties will be the subject of additional written agreements entered into in accordance with the internal and respective objectives, functions, policies and procedures, funding constraints and the formal approval of the Party's relevant decision-making bodies, as appropriate.

- 4.3. In keeping with the administrative nature of these arrangements, no provision of this MoU will be construed to interfere in any way with the independent decision-making autonomy of the two Parties with regard to their respective affairs and operations.
- 4.4. Nothing in this MoU shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Parties or an exclusive commitment for either Party.
- 4.5. Nothing in this MoU is intended to be, or should be construed as a waiver of the privileges and immunities of either Party or its officers and employees, which privileges and immunities are hereby specifically reserved.
- 4.6. This MoU shall enter into force on the date of its signature by both Parties.
- 4.7. This MoU shall be reviewed upon the request of either the Secretary General of the WCO or the Secretary General of BIMCO and may be amended by mutual agreement in writing.
- 4.8. The Parties will send representatives as required to review the contents and application of this MoU.
- 4.9. Either Party may terminate this MoU at any time by giving the other Party written notice of three months.
- 4.10. The Parties hereby agree that this MoU shall fully replace and supersede the MoU previously signed by the Parties on 22 June 1992, as well as any extensions or amendments thereof.

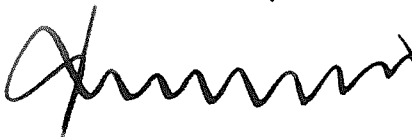
In witness whereof, the Parties have concluded the present Memorandum of Understanding in 2 (two) originals in each of the English and French languages and appended their signatures thereto.

Signed on 11 July 2013.

For the
WORLD CUSTOMS ORGANIZATION
(WCO)


Kunio MIKURIYA,
Secretary General

For the
BALTIC AND INTERNATIONAL
MARITIME COUNCIL (BIMCO)


Torben C. SKAANILD,
Secretary General/CEO