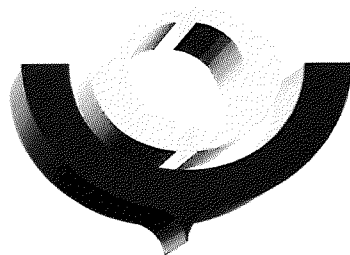


**MEMORANDUM OF UNDERSTANDING  
BETWEEN**



**SOUTHEAST EUROPEAN LAW ENFORCEMENT  
CENTER**

**AND**



**THE WORLD CUSTOMS ORGANIZATION**

The **Southeast European Law Enforcement Center**, hereinafter referred to as “SELEC”

and

The **World Customs Organization**<sup>\*</sup>, hereinafter referred to as the “WCO”

Jointly referred to as the “Parties” or individually as the “Party”.

*Having in mind* that the objective of SELEC, within the framework of cooperation among competent authorities, is to provide support for Member States and enhance coordination in preventing and combating crime, including serious and organized crime, where such crime involves or appears to involve an element of trans-border activity

*Acknowledging* that the WCO is the only intergovernmental organization exclusively focused on Customs matters, covering the development of global standards, the simplification and harmonization of customs procedures, trade supply chain security, the facilitation of international trade, the enhancement of customs enforcement and compliance activities, anti-counterfeiting and piracy initiatives, public-private partnerships, integrity promotion, and sustainable global customs capacity building programmes

*Recognizing* the need for co-operation between law enforcement agencies at national, regional and international level in the fight against trans-border crime, including terrorism, commercial fraud, drug trafficking, money laundering, illicit diversion of precursor chemicals, counterfeiting, traffic in human beings, intellectual property fraud, firearms trafficking and environmental crime

*Wishing* to co-ordinate the efforts within the framework of the missions assigned to them and in line with the provisions of the SELEC Convention and the Convention Establishing the Customs Co-operation Council

*Taking into consideration* the WCO’s status of Observer with SELEC

**Have agreed on the following:**

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\* Established as the Customs Co-operation Council.

**Article 1**  
**Purpose of the Agreement**

1. SELEC and the WCO shall consult regularly on matters of common interest for the purpose of realizing their objectives and co-ordinating their respective activities.
2. SELEC and the WCO shall exchange strategic information and information at institutional level on developments in any of their fields and projects that are of mutual interest, with a view to promoting effective co-ordination and to avoid duplication of efforts.
3. Where appropriate, consultation shall be arranged at the required level between representatives of SELEC and the WCO to agree upon the most effective way in which to organize particular activities and to optimize the use of their resources in compliance with their respective mandates.

**Article 2**  
**Contact Persons**

For the purpose of the implementation of this Memorandum of Understanding, SELEC and the WCO shall designate co-ordinators responsible for ensuring direct and secure communication. Parties shall inform each other about the contact details of the co-ordinators.

**Article 3**  
**Exchange of Strategic Information**

1. SELEC and the WCO shall join their efforts to achieve the best use of all available information relevant to international crime. The exchange of strategic information and information at institutional level between the Parties shall only take place for the purpose of, and in accordance with, the provisions of this Memorandum of Understanding.
2. Communication of Customs enforcement information by the WCO to SELEC shall be subject to the provisions laid down in the Conventions, Resolutions and Recommendations adopted by the WCO Council. This Memorandum of Understanding shall not prejudice the existing agreements to which the WCO is a party.
3. The exchange of strategic information referred to in this Memorandum of Understanding shall take place between the SELEC Secretariat and the WCO Secretariat.
4. SELEC shall not disrupt the normal process of information being communicated to the WCO by the members of the Regional Intelligence Liaison Offices

(RILOs) for Eastern and Central Europe and the Commonwealth of Independent States (CIS) countries or by any other members of the RILO network.

5. Communication of information by SELEC to the WCO shall be subject to the provisions of the SELEC Convention and internal regulations.

#### **Article 4 Reciprocal Representation**

1. Arrangements may be made for reciprocal representation at meetings of SELEC and the WCO convened under their respective auspices and dealing with matters in which the other Party has an interest or technical competence.

#### **Article 5 Technical Co-operation**

1. SELEC and the WCO shall, in the interest of their respective activities, seek each other's expertise to optimize the effects of such activities.
2. SELEC may review, at the WCO's request, projects at national, regional and global level with a view to providing comments and suggestions appropriate to its domain of expertise.
3. By mutual agreement, SELEC shall associate itself in the development and execution of programmes, projects and activities related, in particular, to crimes and offences committed in the territories of the countries which are members of SELEC.
4. Special arrangements may be necessary to implement joint projects on matters of common interest. These special arrangements shall set out the procedures for the participation of each Organization in such projects and shall determine the costs payable by each Party.
5. SELEC and the WCO shall co-operate in evaluating such programmes, projects and activities of common interest, subject to mutual agreement, on a case-by-case basis.

#### **Article 6 Settlement of Disputes**

1. Any dispute between SELEC and the WCO concerning the interpretation or application of this Memorandum of Understanding, or any question affecting the relationship between SELEC and the WCO, shall be referred to the Secretary General of the WCO and the Director General of SELEC, who shall seek to find an equitable solution, via consultations.

2. Each Party reserves the right to suspend its obligations established under this Memorandum of Understanding in cases where a Party avails itself of the procedure laid down in paragraph 1 of this Article and an equitable solution is not achieved, or in any other case where a Party is of the opinion that the obligations incumbent on the other Party under this Memorandum of Understanding have been breached.

**Article 7**  
**Amendments and Termination of the Agreement**

1. This Memorandum of Understanding may be amended at any time by mutual agreement between SELEC and the WCO.
2. SELEC and the WCO shall enter into consultations with respect to the amendments of this Memorandum of Understanding, at the request of either Party.
3. This Memorandum of Understanding may be terminated by either Party with three months' written notice.
4. The ongoing proceedings shall be completed irrespective of the termination of the present Memorandum of Understanding.


**Article 8**  
**Entry Into Force**

This Memorandum of Understanding shall enter into force upon the signature of both Parties.

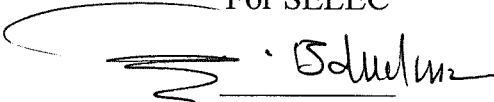
The Parties hereby agree that this Memorandum of Understanding shall fully replace and supersede the Memorandum of Understanding previously signed by the Parties on 25 March 2005.

IN WITNESS WHEREOF, the undersigned legal representatives of the Parties herein, have duly affixed their signatures, on the 28<sup>th</sup> of May 2013, on the two (2) originals of this Memorandum of Understanding in the English and French languages, both texts being equally authentic.

For the WCO

  
Kunio Mikuriya  
Secretary General

For SELEC

  
Gürbüz Bahadır  
Director General