



WORLD CUSTOMS ORGANIZATION  
ORGANISATION MONDIALE DES DOUANES



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE WORLD CUSTOMS ORGANIZATION (WCO)**

**AND**

**THE AGADIR TECHNICAL UNIT**

**(ATU)**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE WORLD CUSTOMS ORGANIZATION<sup>1</sup> (WCO)  
AND  
THE AGADIR TECHNICAL UNIT (ATU)**

**THIS MEMORANDUM OF UNDERSTANDING** is done this 18<sup>th</sup> day of February 2015

**BETWEEN**

**The Agadir Technical Unit (ATU)** having its Headquarters in Amman, Jordan

**AND**

**The World Customs Organization (WCO)** having its Headquarters in Brussels, Belgium

The World Customs Organization (WCO) and the Agadir Technical Unit (ATU), referred to hereinafter collectively as “the Parties” and individually as “the Party” :

**ACKNOWLEDGING** that Customs is a critical institution for achieving regional integration and international economic prosperity, and for facilitating international trade,

**ACKNOWLEDGING** that the ATU seeks to promote trade, investment and development regionally and to accelerate economic and social development in the ATU region,

**MINDFUL** that the ATU is in the process of enhancing Customs cooperation among its Member States,

**RECOGNIZING** that the WCO has launched the SAFE Framework of Standards to Secure and Facilitate Global Trade through the implementation of best practices, modernized procedures and cooperation between Customs and the private sector,

**RECOGNIZING** the importance of cooperation between the two Parties in Customs matters,

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

Hereby agree as follows :

## **ARTICLE 1**

### **General**

The WCO will cooperate with the ATU in all Customs matters with a view to enhancing the capacity of Customs administrations in the ATU countries to deliver more efficiently on their statutory functions and thereby contribute to the economic growth and development of the region.

In this regard, the Parties agree to actively promote the modernization of Customs administrations in the ATU region through the adoption and implementation of Customs instruments and tools sponsored or administered by the WCO insofar as ATU Member States agree within the mandate sanctioned by the Agadir Agreement.

This Memorandum of Understanding constitutes an expression of mutual good faith and is not intended to create legally binding obligations on either Party.

This Memorandum of Understanding is subject to adherence to WCO policies and guidelines including, without limitation, the WCO's Publications Policy.

## **ARTICLE II**

### **Scope of cooperation**

Cooperation between the Parties covers the following areas :

- Capacity building/training
- Nomenclature/tariff
- Customs automation
- Customs fraud
- Customs procedures
- Trade facilitation, particularly the WTO Agreement on Trade Facilitation
- Supply chain security
- Origin
- Any other area which might be of interest to either Party.

In this respect, the Parties agree to establish and maintain effective consultation, cooperation and exchange of information with each other in support of this Memorandum of Understanding.

### **ARTICLE III**

#### **Financial obligations**

1. Nothing in this Memorandum of Understanding shall be taken as creating any financial obligation for either Party prior to such obligation being mutually and expressly agreed in writing.
2. Any expenditure arising from the implementation of this Memorandum of Understanding that is routine and of negligible amount shall be borne by the Party concerned.
3. Where cooperation proposed by one of the Parties to the other under this Memorandum of Understanding has greater financial implications than the expenditure referred to above, the Parties shall consult each other with a view to determining the means of mobilizing the necessary funds, the most equitable way of defraying the expenditure and, where necessary funds cannot be readily found, shall decide on the most suitable means of procuring them.

### **ARTICLE IV**

#### **Representation at meetings**

1. The Parties shall invite each other to their meetings of common interest and also grant each other observer status at meetings in accordance with the rules of procedure for granting of such status by each Organization.

2. The participation of representatives at such meetings shall be financed by each Party unless one Party offers to finance the participation of the other Party.

## **ARTICLE V**

### **Joint training activities**

Wherever possible, the WCO Secretariat and ATU Secretariat shall, within the limits of the resources available to them, coordinate joint training activities for Customs officers of ATU Member States.

## **ARTICLE VI**

### **Programme of activities**

The programme of activities shall be determined by the Parties in accordance with projects that may be undertaken from time to time under this Memorandum of Understanding.

## **ARTICLE VII**

### **Entry into force**

This Memorandum of Understanding shall enter into force on the date of its signature.

## **ARTICLE VIII**

### **Amendments**

This Memorandum of Understanding shall be reviewed upon the request of either the Secretary General of the WCO or the President of the ATU, and may be amended by mutual agreement in writing.

## **ARTICLE IX**

### **Termination**

Either Party may terminate this Memorandum of Understanding at any time by giving the other Party written notice of six (6) months.

The termination of the Memorandum of Understanding shall come into effect on the expiry of the notice period of six (6) months unless the Parties agree on a specific date of termination.

## **ARTICLE X**

### **Effect of termination**

Notwithstanding its termination, the provisions of this Memorandum of Understanding shall continue to the extent necessary to permit an orderly discharge of obligations between the Parties and to bring ongoing activities to a proper close.

**ARTICLE XI**

**Dispute resolution**

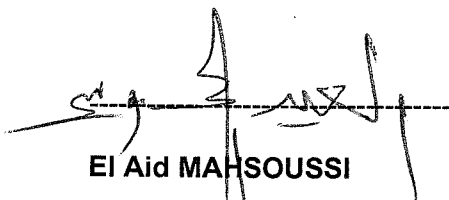
Any dispute over the interpretation or application of any provision in this Memorandum of Understanding shall be settled through negotiations or by such other means as the Parties shall mutually agree.


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

**Done at Amman this 18<sup>th</sup> day of February 2015**

**For the Agadir Technical Unit**

**For the World Customs Organization**

  
**El Aid MAHSOUSSI**  
**Executive President**

  
**Kunio MIKURIYA**  
**Secretary General**