



WORLD CUSTOMS ORGANIZATION



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE WORLD CUSTOMS ORGANIZATION**

**AND**

**TRADEMARK EAST AFRICA**

This Memorandum of Understanding (MOU) is entered into on 15<sup>th</sup> December 2015 by the World Customs Organization <sup>1</sup> (hereinafter referred to as the “WCO”), the sole intergovernmental organization with responsibility for Customs matters worldwide with its headquarters in Brussels, Belgium, and TradeMark East Africa (hereinafter referred to as “TMEA”), an organization operating to promote prosperity in East Africa through trade and economic development with its headquarters in Nairobi-Kenya. The WCO and TMEA are hereinafter referred to collectively as “Parties” and individually as a “Party”.

WHEREAS the WCO seeks to improve the efficiency and effectiveness of Customs administrations to facilitate international trade, maximize revenue yield and control frontiers through the use of international instruments, such as the Revised Kyoto Convention and the Mercator Programme, adoption of best practices, capacity building and programmes of reform and modernization;

WHEREAS TMEA seeks to grow prosperity in East Africa through trade and economic development and works closely with the East African Community (EAC) institutions, Customs authorities and other government agencies involved in international trade, the private sector and civil society organizations to promote trade by unlocking their economic potential through increased physical access to markets, an enhanced trade environment and improved business competitiveness;

ACKNOWLEDGING that cooperation will facilitate the attainment of their respective goals and strengthen the impact of the activities of both Parties in East Africa;

Now, therefore, the Parties express their common understanding on cooperation as follows:

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

## **ARTICLE I**

### **PURPOSE**

The purpose of this MOU is to provide a framework for cooperation and to facilitate collaboration between the Parties in the following areas of common interest, among others:

- i. Implementation of trade facilitation initiatives in the EAC through the use of appropriate WCO trade facilitation tools;
- ii. Implementation of the WTO Trade Facilitation Agreement;
- iii. Improvement of border management procedures;
- iv. Automation and improvement of Customs clearance procedures;
- v. Implementation of electronic single windows;
- vi. Roll-out of the Authorized Economic Operator Programme;
- vii. Conduct of Time Release Studies to monitor and assess the efficiency of the cargo clearance process; and
- viii. Any other areas as may be agreed upon between the two Parties.

## **ARTICLE II**

### **SCOPE**

The cooperation and collaboration between the Parties under this MOU will be in the areas which constitute common interest to the Parties and will take place within the scope of their respective constitutional instruments, mandates, policies, procedures, resources and activities. The Parties to this MOU hereby agree to work together and maintain a harmonious working relationship for the achievement of their common objectives. To this end, the Parties will, in accordance with the provisions hereinafter set forth, endeavour to formulate and implement joint activities, whenever necessary.

## **ARTICLE III**

### **CONSULTATION**

- 3.1 The Parties will update each other and, whenever necessary, consult each other on matters of common interest, which in their opinion are likely to enhance their cooperation and collaboration under this MOU.
- 3.2 Whenever possible, each Party will collaborate in providing the other Party with any documentary information that the other may need to perform its mandate. Under no

circumstances shall this provision be interpreted as requiring a Party to breach its internal rules or policies, especially confidentiality, obligations and commitments.

#### **ARTICLE IV**

##### **EXCHANGE OF INFORMATION**

In accordance with their respective administrative rules governing confidentiality requirements, and subject to the conclusion of arrangements between the Parties as may be necessary to safeguard the status of confidential information, the Parties may:

- i. Exchange information and documentation, and grant each other access to databases on matters of common interest; and
- ii. Keep each other informed of developments in their work and of current and planned activities of mutual interest.

#### **ARTICLE V**

##### **PARTICIPATION IN ACTIVITIES**

Either Party may, as appropriate, invite the other Party to participate in or facilitate seminars, symposia, workshops or conferences of mutual interest, convened or otherwise supported by such Party.

#### **ARTICLE VI**

##### **IMPLEMENTATION AND COST SHARING**

- 6.1 The Parties to this MOU will make best efforts, taking into account the budgetary, financial and human resource constraints, to make available the services of their staff for conducting the programmes and projects on which the Parties will collaborate. The Parties may identify, as appropriate, other resource persons who could be engaged as experts, as mutually agreed by the Parties. The Parties may also share the documentation and teaching materials for joint technical assistance activities to the extent appropriate.
- 6.2 Costs or expenses relating to, or arising from, activities undertaken pursuant hereto will be borne by one or both Parties in accordance with supplementary agreements that may be reached by the Parties in advance of implementation of such activities as indicated in Article I of this MOU.

## **ARTICLE VII**

### ENTRY INTO FORCE, DURATION AND TERMINATION

- 7.1 This MOU shall enter into force on 15<sup>th</sup> December 2015 and be concluded for a fixed term of five (5) years (the "Initial Term").
- 7.2 The MOU will then be tacitly extended for successive periods of three (3) years ("Extension Period(s)") unless one Party notifies the other in writing no later than three (3) months before expiry of the Initial Term or, where applicable, of each Extension Period, that it does not wish the MOU to be extended.

## **ARTICLE VIII**

### CHANNELS OF COMMUNICATION

Official communications for the purpose of facilitating the implementation of this MOU shall be addressed to:

- (a) **For the WCO:** Secretary General  
World Customs Organization  
Rue du Marché 30, B-1210  
Brussels, Belgium
- (b) **For TMEA:** Chief Executive Officer  
TradeMark East Africa  
2nd Floor, Equatorial Fidelity Centre  
Waridi Lane, off Waiyaki Way  
PO Box 313-00606  
Nairobi, Kenya

## **ARTICLE IX**

### AMENDMENT

This MOU may be amended by mutual written agreement of the Parties. Unless otherwise agreed, amendments apply only to those projects or activities which have not yet been implemented.

**ARTICLE X**

**SETTLEMENT OF DISPUTES**

Any dispute arising from or in connection with this MOU, including interpretation or application of any provision herein contained, shall be settled amicably through consultations or by such other means as the Parties may mutually agree.

**ARTICLE XI**

**LEGAL FORCE**

This MOU does not create legal rights or obligations. The Parties will cooperate in good faith to implement this MOU.

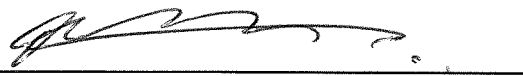
**In witness whereof**, the duly authorized representatives of the Parties hereto have affixed their signatures on the two originals of this MOU in the English language on the date first written below.

**Signed in Nairobi on 15<sup>th</sup> December 2015**



**KUNIO MIKURIYA**

**SECRETARY GENERAL  
WORLD CUSTOMS ORGANIZATION**



**FRANK MATSAERT**

**CHIEF EXECUTIVE OFFICER  
TRADEMARK EAST AFRICA**