



## MEMORANDUM OF UNDERSTANDING BETWEEN THE WORLD CUSTOMS ORGANIZATION<sup>1</sup> AND THE WILDLIFE CONSERVATION SOCIETY

### Preamble

The **Customs Cooperation Council**, hereinafter referred to as the **WCO**,

and

The **Wildlife Conservation Society**, hereinafter referred to as the **WCS**,

Hereinafter jointly referred to as "the Parties".

**Considering**, on the one hand, that the WCO's mission is to enhance the effectiveness and efficiency of Customs administrations in the area of compliance with trade regulations, protection of society and revenue collection, thereby contributing to the economic and social well-being of nations,

**Considering**, on the other hand, that the WCS' mission is to save wildlife and wild places worldwide through science, conservation action, education, and inspiring people to value nature, and that includes supporting governments and collaborating with partners in reducing and ultimately eliminating illegal trade in wildlife,

**Considering** that the illegal cross-border trade in wildlife has been made more sophisticated through the use of superior technology and should be addressed through commensurate and coordinated national, regional and international measures,

**Recognizing** that illegal trade in wildlife is detrimental to the world's wildlife and ecosystems and is prejudicial to the planet's natural heritage and the economic and security interests of States,

**Noting** that the WCO has increased its involvement in the prevention of illegal trade in environmentally sensitive commodities, including wildlife, inter alia by concluding Memoranda of Understanding with the International Criminal Police Organization (Interpol), United Nations Environment Programme (UNEP), CITES and Lusaka Agreement Task Force Secretariats, and also through the Green Customs Initiative,

**Noting** that WCS has significantly increased its involvement in efforts to halt illegal wildlife trade - including programmes to stop the poaching, stop the trafficking, and stop the demand - working closely with governments, CITES, UNDP, and other intergovernmental organizations,

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

**Recognizing** the need for cooperation between Customs services and other wildlife enforcement agencies in the fight against transnational crime,

**Appreciating** the desirability of the WCO and WCS cooperating in combating illegal cross-border trade in wildlife, as well as the willingness to coordinate their efforts within the framework of their missions and in line with the provisions of their founding Convention (in the case of the WCO) and their mission and global strategy (in the case of WCS),

**Have agreed as follows:**

## **Article 1**

### **Mutual consultation**

1. When appropriate, the Parties shall mutually consult on policy and matters of common interest for the purpose of achieving their objectives and coordinating their respective activities.
2. The Parties shall exchange information on developments in any of their fields and projects that are of mutual interest and shall reciprocally take each other's observations concerning such activities into consideration with a view to promoting effective coordination.
3. Consultation shall be arranged at the required level between representatives of the Parties to agree upon the most effective way in which to organize joint activities and to optimize the use of their resources in compliance with their respective mandates.

## **Article 2**

### **Exchange of information**

1. The Parties shall cooperate with a view to achieving best use of available relevant information, and ensure safeguarding of confidential information and documents concerning matters of common interest. Each Party recognizes it may receive or become aware of the other Party's confidential or otherwise sensitive information and agrees for the term of this Memorandum of Understanding and thereafter, to keep information provided by the other Party confidential, and further agrees to not communicate, divulge or disclose to others except as agreed with the disclosing Party.
2. Information communicated by one Party shall be used by the other Party exclusively for the purpose for which it is given and with the aim of the prevention or suppression of illegal trade in wildlife, with due respect of national laws and international legal instruments. Each Party shall undertake to observe the circulation restrictions notified by the other Party.
3. Each Party retains the intellectual property rights to information it develops, creates or collects under this Memorandum of Understanding; neither Party shall make use of the other's intellectual property except as mutually agreed upon and, as applicable, in accordance with acknowledgement requirements and/or license restrictions.

4. If an item of information communicated is modified or is no longer applicable, the communicating Party shall inform the other Party so that the latter may keep its own archives up to date. Either Party shall not be liable in the event that the use by the other Party of an item of information is prejudicial to an individual's or entity's interests, if the originating Party has informed the other that the item of information has been modified or is no longer applicable.
5. Neither WCS nor the WCO will make any public announcement of any project or matter under this Memorandum of Understanding without the prior written approval of the other. Approved publicity, press releases and other public communications will accurately reflect the roles of WCS and the WCO hereunder.
6. Any use of a Party's names, logos, trademarks or intellectual property will be made only with the express written authorization of the relevant Party, as the case may be, and in accordance with any applicable license or guidelines.

### **Article 3**

#### **Reciprocal representation**

1. Each Party shall be responsible for making its own arrangements for reciprocal representation at WCO and WCS meetings convened under this Memorandum of Understanding, in accordance with each Organization's respective mandates and dealing with matters in which the other Party has an interest as well as technical competence, subject to the procedures applicable to such meetings. The Parties may convene as mutually agreed upon in person, by electronic means or teleconference.
2. The Secretary General of the WCO and the President and CEO of WCS shall each designate a person to act as a focal point, with a view to ensuring the implementation of the provisions of the present Memorandum of Understanding. Each Party shall provide to the other any written notices required under this Memorandum of Understanding. These shall be sent to the designated focal point at the address indicated by that Party.

### **Article 4**

#### **Technical cooperation**

1. The Parties may, in the interest of their respective activities, seek each other's expertise to optimize the success and impact of such activities.
2. The Parties shall negotiate in good faith and adopt such special arrangements and supplemental agreements as may be necessary or appropriate 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, the scope of cooperation and each other's responsibilities, and shall determine the costs payable by each Party.
3. This Memorandum of Understanding constitutes an expression of shared objectives and vision. However, each Party's actions will be considered to be that Party's sole

and separate action, for all purposes, and neither Party shall claim to be acting on behalf of, or as agent for, the other Party to this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be construed to create a relationship between the Parties of agency, partnership, joint venture or any other similar arrangement, nor shall either Party be held liable for the acts, omissions, or obligations of the other, its employees, officers, directors or agents.

## Article 5

### **Modification and Entry into force**

1. This Memorandum of Understanding constitutes the entire agreement of the Parties and supersedes any prior or contemporaneous oral or written understandings or agreements between the Parties relating to the matters addressed herein. This Memorandum of Understanding may be modified only by mutual consent expressed in writing. No change in or modification of this Memorandum of Understanding shall be made except by written agreement between the WCO and WCS. It may also be terminated by either Party by giving six months' written notice to the other Party.
2. The present Memorandum of Understanding shall enter into force on the date on which it is signed by both Parties.

## Article 6

### **Supplementary arrangements**

The Parties may enter into such supplementary arrangements or agreements within the scope of the present Memorandum of Understanding as are in their mutual interest.

## Article 7

### **Dispute settlement**

This Memorandum of Understanding is entered into in the spirit of cooperation and collaboration. Any dispute relating to the interpretation or application will be settled amicably.

In witness whereof, the Secretary General of the World Customs Organization and the President and Chief Executive Officer of the Wildlife Conservation Society have signed the present Memorandum of Understanding in duplicate, in English, on the date appearing under their respective signatures.

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| For WCS<br>..... <i>Cristián Samper K.</i> .....<br>Cristián Samper<br>President and CEO<br>Date..... <i>4 January 2016</i> ..... | For the WCO<br><i>Kunio Mikuriya</i><br>Kunio Mikuriya<br>Secretary General<br>Date..... <i>21 December 2015</i> ..... |
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