



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE WORLD CUSTOMS ORGANIZATION (WCO)**

**AND**

**THE INTERGOVERNMENTAL ORGANISATION  
FOR INTERNATIONAL CARRIAGE BY RAIL  
(OTIF)**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WORLD CUSTOMS ORGANIZATION (WCO)  
AND THE INTERGOVERNMENTAL ORGANISATION FOR INTERNATIONAL  
CARRIAGE BY RAIL (OTIF)**

This Memorandum of Understanding (hereinafter “MOU”) is concluded between the World Customs Organization (hereinafter the “WCO”)<sup>1</sup>, and the Intergovernmental Organisation for International Carriage by Rail (hereinafter the “OTIF”).

The WCO and the OTIF 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 WTO Transit Guidelines, the SAFE Framework of Standards to Secure and Facilitate Global Trade, the WCO Data Model and the Revised Arusha Declarations that mutually benefit Customs and Trade,

**HAVING REGARD** to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980 in the version of the Modification Protocol of 3 June 1999,

**HAVING FURTHER REGARD** to the fact that the aim of the OTIF shall be, among others, to promote, improve and facilitate, in all respects, international traffic by rail, in particular by contributing to the removal, in the shortest time possible, of obstacles to the crossing of frontiers in international rail traffic, while taking into account special public interests, to the extent that the causes of these obstacles are within the responsibility of States,

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

**RECOGNIZING** the respective activities of the Parties in their area of competence,

**RECOGNIZING** the importance of railway transport in terms of trade facilitation, regional integration and bridging different regions,

**BELIEVING** that 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,

**WISHING** to strengthen their cooperation and establish enhanced relations,

The Parties have agreed on the following:

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

## **A. GENERAL COOPERATION**

1. Through this MOU, the Parties wish to establish and to develop a framework for their dialogue on activities and cooperation in areas of common interest.

## **B. GUIDELINES AND RECOMMENDATIONS**

2. The Parties agree to strengthen mutual cooperation and endeavour to adopt mutually relevant guidelines on the development and operation of technical arrangements and initiatives.
3. The Parties will endeavour to formalize, maintain and update such guidelines and recommendations.
4. The Parties shall also strive to promote, to the extent possible, the implementation and widespread use of the agreed guidelines and recommendations.

## **C. MUTUAL CONSULTATION**

5. 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.
6. Meetings between officials of the Parties may be arranged, as required, to examine questions of mutual interest in specific fields.

## **D. POINT OF CONTACT**

7. The Parties will provide each other with a focal point of contact and their respective e-mail addresses and telephone numbers, with a view to ensuring mutual cooperation.

## **E. COMMUNICATION AND DOCUMENTS**

8. The Parties will keep each other appropriately informed about non-confidential decisions, activities and initiatives in fields of mutual interest, including sharing their annual reports and other published documents on specific matters.
9. 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.

## **F. ASSISTANCE PROVIDED BY THE OTIF**

10. The OTIF will, to the extent possible :
  - a. Attend such WCO meetings as are open to observers and intervene, as appropriate, to share its views or explain its interests and the specific rail concerns related to Customs.
  - b. Send representatives to such specialist WCO Working Groups or other ad hoc groups as may be open to them and relevant to the OTIF's interests.

- c. Invite WCO representatives to attend and speak on agenda items of common interest at relevant OTIF meetings.
- d. Identify relevant expertise to assist in WCO research and capacity building carried out in cooperation with the WCO.
- e. Share views on how to enhance integrity at the Customs/Trade operational interface by promoting the principles embodied in relevant mutually agreed guidelines or recommendations

#### **G. ASSISTANCE PROVIDED BY THE WCO**

11. The WCO will, to the extent possible :
- a. Send representatives to relevant OTIF meetings to discuss the ways in which Customs concerns can best be related to railway transport.
  - b. Receive, allocate to the appropriate technical committee, consider and respond to formal written submissions from the OTIF Secretariat on specific Customs/Trade issues and interests.
  - c. Support such practices and procedures embodied in WCO instruments as will facilitate time-sensitive commercial operations and promote future similar cooperation.
  - d. Give the OTIF reasonable notice of WCO meetings or projects in which the special expertise and operational resources of the OTIF Secretariat would be useful in developing and enhancing commercial and Customs standards and advancing work in areas of common interests, such as compliance and facilitation.
  - e. Help ensure appropriate opportunities for inclusion of the OTIF's expertise in WCO research and capacity building.

#### **H. IMPLEMENTATION**

12. This MOU constitutes an expression of mutual good faith and is not intended to create legally binding obligations, express or implied, on either Party. This MOU does not commit either of the Parties to enter into or provide support for any specific activity or project/programme. 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.
13. This MOU will be implemented in good faith by the Parties within the limit of availability of their respective resources.
14. The Parties further agree that all working (supplementary) arrangements 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.

15. The Parties will cooperate in respect of matters within their competence and internal procedures. Where cooperation involves substantial expenditure, consultation will take place with a view to determining the most appropriate financial solutions.
16. In keeping with the administrative nature of these arrangements, no provision of this MOU will be construed as interfering in any way with the independent decision-making autonomy of the two Parties with regard to their respective affairs and operations.
17. 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 of either Party.

#### **I. PRIVILEGES AND IMMUNITIES**

18. 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.

#### **J. ENTRY INTO EFFECT, REVIEW AND TERMINATION**

19. This MOU will come into effect on the date of its signature by both Parties.
20. This MOU may be reviewed at any time by mutual written consent of the Parties.
21. Either Party may terminate this MOU at any time by giving the other Party written notice of three months.

The Parties have concluded the present Memorandum of Understanding in the English and French languages and appended their signature thereto. In the event of any inconsistency, the English version shall prevail.

Signed at Brussels on        10        July 2017

*For the*  
World Customs Organization (WCO)



Kunio Mikuriya,  
Secretary General.

*For the*  
Intergovernmental Organisation for  
International Carriage By Rail (OTIF)



François Davenne,  
Secretary General.