



WORLD CUSTOMS ORGANIZATION



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE WORLD CUSTOMS ORGANIZATION
(WCO)

AND

THE ORGANISATION FOR CO-OPERATION
BETWEEN RAILWAYS (OSJD)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE WORLD CUSTOMS ORGANIZATION (WCO)
AND THE ORGANISATION FOR CO-OPERATION BETWEEN RAILWAYS (OSJD)**

This Memorandum of Understanding (hereinafter "MOU") is concluded between the World Customs Organization (hereinafter the "WCO"), and the Organisation for Co-operation between Railways (hereinafter the "OSJD").

The WCO and the OSJD 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 Annex 9 "Facilitation of Border Crossing Procedures for International Rail Freight", to the International Convention on the Harmonization of Frontier Controls of Goods (1982),

HAVING 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 Declaration that mutually benefit Customs and Trade,

HAVING FURTHER REGARD to final documents of international interagency meetings of OSJD member-countries,

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

BELIEVING 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,

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

CONSIDERING that close cooperation between the Parties is desirable for achieving these goals,

The Parties agree that such objectives can be pursued through:

**ARTICLE I
GENERAL COOPERATION**

- 1.1. The Parties agree to strengthen mutual cooperation and endeavour to adopt mutually relevant guidelines on the development and operation of technical arrangements and initiatives.

- 1.2. The Parties shall endeavour to formalize, maintain and update such agreed upon standards in line with current or future procedures to be defined by the Parties.
- 1.3. The Parties shall also strive to promote, to the extent possible, the implementation and widespread use of the agreed upon standards and procedures.
- 1.4. 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.
- 1.5. The Parties will provide each other with a formal point of contact and their respective e-mail address and telephone number to facilitate communication.
- 1.6. The Parties may decide to exchange information in fields and projects of mutual interest, in accordance with the aims and provisions of this MOU.
- 1.7. 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.
- 1.8. The Parties further agree that all administrative matters 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.

ARTICLE II ASSISTANCE PROVIDED BY THE OSJD

The OSJD will to the extent possible:

- 2.1. Attend such WCO meetings as are open to observers and intervene, as appropriate, to share its Members' views or explain their interests and the ways in which they may be able to assist and promote WCO policies and objectives.
- 2.2. Send representatives to such specialist WCO Working Groups or other ad hoc groups as may be open to them and relevant to the OSJD's interests.
- 2.3. Invite WCO representatives to attend and speak on agenda items of common interest at relevant OSJD meetings.
- 2.4. Identify relevant expertise to assist in WCO research and capacity building carried out in cooperation with the WCO.
- 2.5. Enhance integrity at the Customs/Trade operational interface by promoting the principles embodied in relevant WCO instruments.
- 2.6. Furnish the WCO with its Annual Report and up-to-date Members' lists.

**ARTICLE III
ASSISTANCE PROVIDED BY THE WCO**

The WCO will to the extent possible:

- 3.1. Send representatives to relevant OSJD meetings to explain the ways in which OSJD Members can assist in achieving priority Customs objectives and to discuss the ways in which such Customs concerns can best be related to railway transportation.
- 3.2. Receive, allocate to the appropriate technical committee, consider and respond to formal written submissions from the OSJD on specific Customs/Trade issues and interests.
- 3.3. Support such practices and procedures embodied in WCO instruments by their members as will facilitate time-sensitive commercial operations and promote future similar cooperation.
- 3.4. Give the OSJD reasonable notice of WCO meetings or projects where the special expertise and operational resources of OSJD Members would be useful for developing and enhancing commercial and Customs standards and advancing work in areas of common interest, such as compliance and facilitation.
- 3.5. Help ensure appropriate opportunities for inclusion of the OSJD's expertise in WCO research and capacity building.
- 3.6. Provide to the OSJD its annual report and updated list of the Members.

**ARTICLE IV
MISCELLANEOUS**

- 4.1. Notwithstanding any provisions to the contrary in this MOU, this MOU constitutes an expression of mutual good faith and is not intended to create legally binding obligations 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.
- 4.2. Any specific activities identified under this MOU as opportunities for cooperation between the two Parties will be the subject of additional written agreements entered into in accordance with the internal and respective objectives, functions, policies and procedures, funding constraints and the formal approval of the Party's relevant decision-making bodies, as appropriate.
- 4.3. In keeping with the administrative nature of these arrangements, no provision of this MOU will be construed to interfere in any way with the independent decision-making autonomy of the two Parties with regard to their respective affairs and operations.
- 4.4. 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.
- 4.5. 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.

- 4.6. This MOU shall enter into force on the date of its signature by both Parties.
- 4.7. This MOU shall be renewed upon the request of either the Secretary General of the WCO or the Chairman of the OSJD and may be amended by mutual agreement in writing.
- 4.8. The Parties will send representatives as required to review the content and application of this MOU.
- 4.9. Either Party may terminate this MOU at any time by giving the other Party written notice of three months.

In witness whereof, the Parties have concluded the present Memorandum of Understanding in two originals in each of the English and Russian languages and appended their signature thereto.

Done at Brussels on 6 March 2018

For the
World Customs Organization (WCO)



Kunio Mikuriya
Secretary General

For the
Organisation for Co-operation between
Railways (OSJD)



Tadeusz Szozda
Chairman of the OSJD Committee