



WORLD CUSTOMS ORGANIZATION



International Plant Protection Convention

**Agreement between the Food and Agriculture Organization of the United Nations (FAO) on behalf of the Secretariat of the International Plant Protection Convention and the World Customs Organization<sup>1</sup>**



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1. The Food and Agriculture Organization of the United Nations (FAO) on behalf of the Secretariat of the International Plant Protection Convention (hereinafter referred to as the IPPC Secretariat) and the World Customs Organization (hereinafter referred to as the WCO), (hereinafter individually referred to as the "Party" and collectively referred to as the "Parties"), have agreed to establish a formal relationship for bilateral collaboration.
2. The purpose of this Agreement is to promote cooperation on matters of common interest pertaining to the Parties' respective mandates and to help implement related decisions by the two respective governing bodies.
3. There are several matters which are of common interest to the Parties to help facilitate the international trade of plants and plant products in a safe and efficient matter. These are (but are not limited to):
  - Electronic data exchange (ePhyto);
  - eCommerce;
  - Sea Containers;
  - Single Window; and
  - Promotion of communication and advocacy.
4. The Parties will exchange documents and publications, and keep each other informed of events and activities that may be of mutual interest. The Parties shall consult each other regularly on policy issues and matters of common interest and shall exchange information on new developments in their fields of activities and on activities and projects that are of mutual interest. When appropriate, consultations shall be arranged at the required level between representatives of the Parties to agree upon the most effective way in which to organise activities in compliance with their respective mandates.
5. Each Organization will invite the other Party to participate as an observer, or when relevant, as a speaker to appropriate meetings/activities, and will make reports of these meetings/activities available in a timely manner. For topics of common interest, and whenever needed and feasible, the Parties may agree to engage in joint activities/events. The implementation of joint activities/events shall be subject to the availability of adequate resources to be determined for each activity/event by both Parties in accordance with their respective internal regulations and rules.

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

6. A joint work plan will be developed and agreed to by the Parties on a regular basis (annually if possible or biannually).
7. The Parties shall designate a contact person in order to facilitate the most efficient cooperation between the two Parties; this person shall be in charge of the routine flow of communications and coordination between the Parties.  
For the WCO it will be: Mr. T. Hesselink, Senior Technical Officer, Compliance and Facilitation Directorate.  
For the IPPC Secretariat it will be: Mr. B. Larson, Implementation and Facilitation Unit Leader.
8. Neither of the Parties nor its personnel shall communicate to any other person or entity any confidential information made known to it by the other Party in the course of the implementation of this Agreement, nor shall it use this information for private or commercial advantage. This provision shall survive the expiration or termination of this Agreement.
9. The Parties agree not to use in any press release, memo, report or other published disclosure related to this Agreement any of the other Parties' name and logo without prior written consent of the other Party.
10. Intellectual property rights, in particular copyright, of material such as publications, software and designs or any other data or information made available by the Parties to be used to carry out the activities under this Agreement shall remain with the originating Party. Copyright of the information, as well as rights to any other intellectual property, developed jointly by the Parties shall be jointly vested in both Parties.
11. Any dispute between the Parties concerning the interpretation and the execution of this Agreement, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties. Any differences that may not be so settled shall be brought to the attention of the Executive Heads of the two Parties for final resolution.
12. This Agreement shall enter into force on the date on which it is signed by the Secretary General of the WCO and the Secretary of the IPPC, and may be terminated by either of the Parties at any time without cause by giving three months' official notice in writing.

<p>For the WCO:</p> <p>Kunio Mikuriya</p>  <p>Title: Secretary General of the World Customs Organization</p> <p>Date: 19 June 2018</p>	<p>For the IPPC:</p> <p>Jingyuan Xia</p>  <p>Title: Secretary of the International Plant Protection Convention</p> <p>Date: 19 June 2018</p>
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