



World Customs Organization
Organisation Mondiale des Douanes



Organization for Security and
Co-operation in Europe

The Organization for Security and Co-operation
in Europe (OSCE)
and
The World Customs Organization

Working Arrangement

The OSCE Secretariat
and
The WCO Secretariat

This Working Arrangement is entered into between **the Organization for Security and Co-operation in Europe** (hereinafter referred to as the “OSCE”), as represented by its Secretariat, and **the World Customs Organization**¹ (hereinafter referred to as the “WCO”). Hereinafter the OSCE and the WCO are also referred to individually as a “Party” and collectively as the “Parties”.

Whereas the OSCE is the world’s largest regional arrangement under Chapter VIII of the United Nations Charter, uniting 57 participating States from Vancouver to Vladivostok and 11 Partners for Co-operation in the Mediterranean and Asian area, establishing a network of institutions and field operations across the OSCE region, serving one billion inhabitants in the Northern Hemisphere along with providing a forum for participating States;

Whereas the OSCE’s comprehensive approach to security encompasses challenges in relation to transnational threats including terrorism, organized crime, trafficking in cultural property and border security and management;

Whereas the WCO, with its extensive network covering 182 Member countries, provides leadership, guidance and support to Customs administrations to secure and facilitate legitimate trade, realize revenues, protect society and build capacity;

Whereas in view of the current security threats, in particular regarding the trafficking of cultural property, and following the meeting between the Secretary General of the WCO and the OSCE Co-ordinator of Activities to Address Transnational Threats, held at the 23rd International Border Police Conference in Warsaw, in November 2017, the Parties recognized a need to formalize the relationship between the OSCE and the WCO; and

Whereas the Parties desire to further identify potential joint initiatives and activities, the potential implementation of which, if agreed, will be subject to conclusion of an appropriate legal framework.

The Parties agree as follows:

1. Purpose

The purpose of this Working Arrangement is to set out the conditions and modalities for non-exclusive co-operation between the Parties, within their respective areas of competence and subject to their respective rules and regulations, within the border management remit.

2. Scope of Co-operation

The Parties endeavour to co-operate to enhance the standards in Customs and competent national structures in relevant WCO Member States, OSCE participating States and Partners for cooperation countries. Such co-operation may consist of the following non-exclusive list:

- a. Support Customs administrations in securing and facilitating legitimate trade and the international transportation circuit for supply of commodities by promotion of best practices and procedures;
- b. Promotion of mechanisms for increased efficiency and effectiveness of administrations in preventing and combating different forms of trans-national organized crime, in compliance with relevant international and national legal frameworks, laws and regulations;

¹ Established in 1952 as the Customs Co-operation Council

- c. Strengthen capacity building by promotion and support for the implementation of modern standards, procedures and systems, including - but not limited to - the areas of implementation of Advance Passenger Information (API) systems; Illicit trafficking in cultural property; gender mainstreaming; and anti-corruption and professional integrity.

3. Nature of Co-operation

The nature of co-operation between the Parties includes the following types of co-operation:

- a) Joint capacity building activities
- b) Exchange of relevant information
- c) Organization of joint international events
- d) Joint technical assistance projects

4. Consultation

1. The Parties intend to consult each other regularly on issues and matters of common interest for the purpose of attaining their objectives, and coordinating their activities.
2. The Parties intend to exchange information on developments in any of their areas of expertise that are of mutual interest and to reciprocally take observations concerning such activities into consideration with a view to promote effective co-operation.
3. When appropriate, consultation may be arranged at the required level between representatives of the Parties to agree upon the most effective way in which to organize particular activities and to optimize the use of their resources.

5. Management of Exchange of Information

1. Any exchange or transfer of information between the Parties is subject to their respective rules and procedures and may only take place for the purpose of and in accordance with the provisions of this Working Arrangement.
2. The Parties intend to inform each other at the moment of transfer of information or before, in case of any restriction on its use, deletion or destruction, including possible access restriction or specific terms. Where the need for such restrictions becomes apparent after the transfer, the Parties also endeavour to inform each other of such restrictions at a later stage.
3. The exchange of information as specified in this Working Arrangement should take place via the designated contact persons of the Parties.

6. Points of Contact

The Parties have each designated the following points of contact responsible for the coordination of activities under this Working Arrangement:

For the OSCE :

Gorancho Stojkovski
Customs Adviser, Border Security and
Management Unit / Transnational Threats
Department of the OSCE Secretariat
Walnerstrasse 6-6A, 1010 Vienna, Austria
Phone number: +436764946257
Email: gorancho.stojkovski@osce.org

For the WCO

Mariya Polner
Senior Policy Advisor - Business Operations
Rue du Marché 30 - 1210 Brussels, Belgium
Phone number: +322209457
Email: mariya.polner@wcoomd.org

All correspondence related to this Working Arrangement will be through the designated points of contact. Any change to the points of contact will be notified in writing to the other Party in a timely manner.

7. Confidentiality

Both Parties intend to exercise the utmost discretion in all matters relating to this Working Arrangement. Unless required in connection with the performance of this Working Arrangement or expressly authorized in writing by the providing Party, the receiving Party endeavours not to disclose at any time to any third party any information which has not been made public and which is known to the receiving Party by reason of its association with the providing Party. The Parties endeavour, at any time, not to use such information to any private advantage.

8. Technical and Operational Co-operation, Training, and Research

1. In the interest of their respective activities, the Parties may seek each other's technical and operational expertise to optimise the effects of such co-operation with national authorities and other entities.
2. The Parties intend to co-operate in the development and delivery of relevant specialised training activities, technical assistance activities, conferences and research activities.
3. As an affiliated member of the Academic Advisory Board of the OSCE Border Management Staff College (BMSC), the WCO endeavours to identify and support whenever possible the BMSC thematic and regional capacity building initiatives in the regions of priority for WCO.
4. Joint activities to be conducted under this Working Arrangement are subject to the approval of individual documents by both Parties and to be monitored under the agreed mechanism applicable for both organisations whenever deemed necessary.
5. The Parties intend to co-operate in monitoring and evaluating such activities of common interest, subject to mutual agreement on a case-by-case basis.

9. Funding

All activities pursuant to this Working Arrangement will be implemented subject to the availability of funding. Nevertheless, the implementation of any activities pursuant to this Working Arrangement should remain at the sole discretion of each Party, even if funding is available.

The Parties bear their own expenses which arise in the course of implementation of the Working Arrangement, unless otherwise agreed on a case-by-case basis.

10. Reciprocal Representation

1. The Parties may commit to ensure reciprocal representation to OSCE and WCO meetings which are convened under their respective auspices and relate to matters in respect of which the other Party has an interest or technical competence under the scope of this Working Arrangement.
2. The Parties intend to attend high-level conferences held by either OSCE or the WCO to promote the work and impact of each Party when appropriate.

11. Non-Binding

This Working Arrangement is non-binding. Accordingly, nothing in the Working Arrangement gives rise to legal or financial obligations upon either Party. To the extent that any activity may give rise to a legal or financial obligation, a separate agreement will be concluded prior to such activity being undertaken.

12. Publicity

1. It should be acknowledged in any materials produced, invented or developed in connection with this Working Arrangement that the OSCE and WCO are jointly involved. Where appropriate, one Party should acknowledge the other Party's role in publications, speeches and press releases or in any similar mediums.
2. One Party may use the name and logo of the other Party only in direct connection with the Working Arrangement and subject to the latter's prior written consent.
3. Nothing in or related to this Working Arrangement is deemed to constitute any waiver, express or implied, of the copyrights enjoyed by either Party.

13. Dispute Settlement

Any dispute, controversy or claim arising out of or in connection with this Working Arrangement should be settled by means of consultations and negotiations between the Parties or their duly authorized representatives.

14. Privileges and Immunities

Nothing in or relating to this Working Arrangement will be deemed a waiver, expressed or implied, of any of the privileges and immunities enjoyed by the Parties and their officials.

15. Intellectual Property

1. Each Party retains the ownership and all rights in and to its copyrights, trademarks, name, logos and any other intellectual property. Either Party's use of the other Party's intellectual property is subject to the other Party's prior written approval. If such approval is given, the Parties should agree that usage is on a non-exclusive basis and the Party using the intellectual property of the other Party shall strictly comply with the written instructions of the other Party and with its guidelines and specifications.
2. All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks and ownership of data resulting from activities or projects jointly implemented by the Parties under this Working Arrangement should be held jointly by the Parties, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof, unless otherwise agreed between the Parties.

16. Termination

This Working Arrangement may be terminated in writing by either Party with three (3) months' written notice. In the event of termination, the Parties should take necessary steps to ensure that activities under this Working Arrangement are brought to prompt and orderly conclusion.

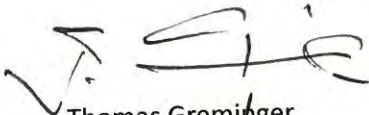
17. Entry into Force and Amendments

1. This Working Arrangement enters into force on the first day following its signature by both Parties.
2. The Working Arrangement may be amended by mutual consent expressed in writing. It may also be revoked by either Party by giving three months' written notice to the other Party.

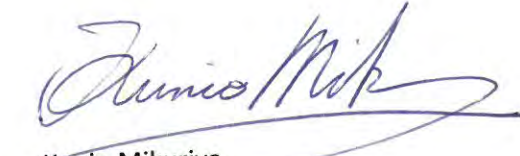
Done in two original copies in English on the dates appearing under the respective signatures of the representatives of each Party.

**For the Organization for Security and
Co-operation in Europe – OSCE**

For the World Customs Organization – WCO



Thomas Gremlinger
Secretary General



Kunio Mikuriya
Secretary General

Date: 15-10-2018

Date: 8 Oct. 2018