



World Customs Organization  
Organisation Mondiale des Douanes



University  
of Victoria

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**THE WORLD CUSTOMS ORGANIZATION  
AND  
THE UNIVERSITY OF VICTORIA (Canada)**

**THE UNDERSIGNED,**

the Customs Co-operation Council known as the World Customs Organization (WCO), an independent intergovernmental body whose headquarters are located at Rue du Marché 30, 1210 Brussels, Belgium, represented by Dr. Kunio Mikuriya, Secretary General,

referred to hereafter as "the WCO",

and

the Borders in Globalization research laboratory (BiG Lab) of the University of Victoria, whose headquarters are located at the University of Victoria, PO Box 1700 STN CSC, Victoria BC V8W 2Y2, Canada, represented by Dr. Helga Hallgrimsdottir,

referred to hereafter as "UVic",

the **WCO** and **UVic** being collectively referred to hereafter as "the Parties",

**WHEREAS THE PARTIES ARE:**

- holding convergent views on the aims of better global and state governance;
- conscious of the key role of the WCO since 1952 in regulating international trade, mobilizing tax revenue and protecting businesses and of its mission of enhancing the effectiveness and efficiency of the Customs administrations of its 183 Member countries;
- conscious of the expertise of the UVic BiG Lab in matters of public and economic policy and border governance, particularly their historical, cultural, commercial, migratory, environmental and security aspects, and in forms of co-ordination, co-operation and collaboration between bordering regions and states as well as the quality and volume (database) of its research work on borders;
- having regard to the importance of scientific research, information and data dissemination as well as capacity building and to the Parties' mutual interest in co-operating in these areas to optimize use of resources and generate synergy; and
- wishing to continue promoting the existing relations between the two institutions;

**HAVE AGREED UPON AND ADOPTED THE FOLLOWING MEMORANDUM OF UNDERSTANDING:**

## **Article 1 Purpose of the Memorandum**

The purpose of this Memorandum is to define the areas and forms of co-operation between the WCO and UVic.

## **Article 2 Areas and forms of co-operation**

### **2.1 Research work and publication of findings**

The two Parties shall undertake joint research activities on issues of economic policy, particularly international trade, border management and Customs duties, as well as on issues relating to public policies designed to promote the pursuit of the Sustainable Development Goals (SDGs).

The two Parties may jointly organize scientific events in the form of colloquiums, seminars or workshops with a view to disseminating their research findings. These events may be opened to external partners by prior mutual consent of the two Parties.

### **2.2 Sharing of information, practices and experience**

To implement Article 2.1, the two Parties undertake to facilitate the sharing and distribution of bibliographical information, documents and publications of relevance to research and to progress in the tasks forming part of their joint activities.

The two Parties undertake to facilitate transfers, for research purposes, of data relating to Customs operations. To this end, they shall implement a de-identification and usage protocol for communicated data by agreement with the Member countries concerned.

The two Parties shall share practices and experience in the fields of economics research and developing economy studies. This sharing, based on the principle of reciprocity, shall take the form of residencies or periods of practical training for members of one Party in the other Party's premises:

- at the WCO in Brussels for members of UVic or any person designated by UVic:
  - \*research residencies for experts, lecturer/researchers and doctoral candidates, including their participation in open sessions of the various committees and working groups and in fact-finding missions, subject to the confidentiality conditions set out in Article 5 of this Memorandum;
  - \*periods of practical training for students on Master's courses;
- at UVic, for WCO management staff or any other person designated by the WCO, through research residencies and exchanges.

These exchanges may lead to participants being granted the status of visiting scholars.

### **2.3 Design and organization of training courses**

The two Parties shall also design and organize training courses together, particularly courses intended for management staff at decision-making or technical levels from developing countries affected by the issues described in Article 2.1, particularly management staff of Customs administrations. External partners may be involved in these jointly organized training courses by prior mutual consent of the two Parties.

Either Party may invite the other to intervene in training courses organized by itself and/or with external partners.

On the WCO side, training in capacity building shall be provided primarily by the WCO Academy.

On the UVic side, the management and monitoring of the training courses shall be carried out by the BiG Lab, the School of Public Administration and the Faculty of Human and Social Development, which will lend their expertise in the organization of training seminars and in the production and distribution of distance learning courses and their capacity for educational innovation.

### **Article 3 Implementation procedures for the Memorandum**

**3.1** For the purposes of the operational implementation of this Memorandum, the WCO shall be represented by the Head of the Research Unit, which is attached to the Office of the Secretary General, and UVic shall be represented by XXX.

**3.2** The Parties shall engage by mutual consent:

- in exchanges of views and information on the matters referred to in Article 2.3;
- in examination and discussion of activities conducted in co-operation and of the outcomes achieved in the framework of this Memorandum;
- in the formulation of co-operation programmes (see Article 6.1).

**3.3** Each Party shall undertake to promote its collaboration with the other Party in publications produced and activities conducted in the framework of this Memorandum. Each Party, however, shall be solely responsible for publishing the results of its own work; neither Party may rely on the other to assume responsibility for its publications or its work.

**3.4** Wherever necessary, special agreements shall be concluded in application of this Memorandum for the purpose of specifying and adapting the procedures for applying the principles and implementing the activities referred to above.

### **Article 4 Intellectual property**

**4.1** The results of the joint work performed by the Parties under this Memorandum shall be their exclusive property. Consequently, all related rights, particularly utilization, reproduction and distribution rights, shall be reserved to the Parties.

**4.2** In the case of published works, each Party may directly authorize their use by third parties. In the case of unpublished works, the consent of both Parties shall be required for the use of such works by a third party.

**4.3** In the case of UVic research output produced in the framework of this Memorandum, the WCO shall have access to the research works and publications at no specific cost.

**4.4** The Parties, acting in accordance with the applicable international agreements and national law, shall afford effective protection to intellectual property rights arising from joint activities and jointly produced works.

**4.5** This Memorandum shall not grant to either institution any license or right to the intellectual property of the other institution. Intellectual property rights associated with activities under this Memorandum should be determined based upon the existing policies of both institutions and subject to applicable laws. In the case of a conflict, intellectual property rights should be negotiated on a case by case basis.

## **Article 5 Confidentiality**

**5.1** Each Party shall undertake to ensure the non-disclosure of any information, know-how and data, particularly of a technical, economic or financial nature, that the other Party has designated as confidential, whatever their form, carrier medium or content ("Confidential Information").

**5.2** The obligations of this Agreement shall not extend to any Confidential Information which:

- (a) at the time of disclosure is in the public domain, or, after disclosure, is published or otherwise becomes part of the public domain through no fault of the receiving Party;
- (b) is disclosed by a third party, acting independently, at arm's length and without knowledge of the contents of this Agreement, who acquires and delivers such information lawfully and without breaching any agreement, including this one;
- (c) can be demonstrated by written evidence to have been in the possession of a receiving Party prior to a Disclosing Party's disclosure thereof to such receiving Party pursuant to the terms of this Agreement, provided that such receiving Party has the right of free and unlimited disclosure thereof; or
- (d) the receiving Party is required to disclose pursuant to an order of any court of competent jurisdiction or of any administrative body having jurisdiction.

**5.3** Information, know-how and data communicated by either Party to the other shall be used for the sole purpose of implementing this Memorandum. Consequently, even after the execution of this Memorandum has ended, they cannot be communicated to third parties or used in dealings with third parties without the prior written authorization of the other Party.

**5.4** Each Party undertakes to restore without delay to the other Party on request, after the execution of this Memorandum has been completed, all information and data that the other Party deems to be confidential in the event that the Memorandum is not renewed or on the date of any notice of termination.

## **Article 6 Administrative and financial provisions**

**6.1** The two Parties shall meet annually to draw up a provisional co-operation programme, in particular to identify subjects of common interest on which research work is to be initiated, to evaluate their collaboration and to update the joint co-operation programme if necessary.

**6.2** The rules governing each Party's liability for costs arising from co-operation activities performed under this Memorandum shall be laid down in an agreement between the Parties.

**6.3** Unless otherwise specified, neither Party shall remunerate the other Party's experts, researchers or students for works produced and activities performed under this Memorandum. Only the travel and subsistence expenses of a Party's representative may be met by the other Party.

#### **Article 7 Amendments to the Memorandum**

Any amendment to this Memorandum must be made by means of a supplementary agreement duly concluded by the Parties.

#### **Article 8 Duration, termination**

**8.1** This Memorandum is concluded for a term of one (1) year and may be renewed.

**8.2** On expiry of the term prescribed in the preceding paragraph, this Memorandum shall be tacitly renewed for a further period of one year unless either of the Parties gives notice of termination *by means of a registered letter with acknowledgement of receipt six (6) months before the month preceding the expiry date of this Memorandum.*

**8.3** In the event of notice of termination of this Memorandum, the Parties shall agree to lay down by mutual consent the financial and administrative procedures for its cessation. In any event, this Memorandum shall cease to have effect no later than six (6) months after either of the Parties gives notice of termination.

#### **Article 9 Communication and notification**

**9.1** Any communication, notification or request relating to this Memorandum shall be made in writing and shall be deemed to have been duly effected if it is conveyed to its recipient by hand, postal service, express courier, electronic mail, fax, telex or telegram to the following addresses:

For the WCO, postal address:  
World Customs Organization (WCO)  
Rue du Marché 30  
B-1210 Brussels  
Belgium

For the attention of the Secretary General  
Telephone: +32 (0)2 209 9211  
E-mail: kunio.mikuriya@wcoomd.org  
Copy to:

For UVic, postal address:  
University of Victoria  
PO Box 1700 STN CSC  
Victoria BC V8W 2Y2  
Canada

em

For the attention of Emmanuel Brunet-Jailly  
Telephone: +1-250-721-6418  
E-mail: [ebrunetj@uvic.ca](mailto:ebrunetj@uvic.ca)  
Copy to: [adglobal@uvic.ca](mailto:adglobal@uvic.ca)

9.2 Any document or information sent by fax or other similar method must be confirmed by written mail addressed to the recipient.

**Article 10 Dispute settlement**

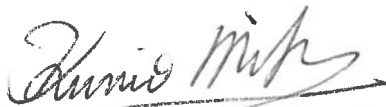
Any dispute regarding the interpretation or application of this Memorandum shall be subject to amicable settlement only.

**Article 11 Entry into force**

This Memorandum shall enter into force on the date on which it is signed by the Parties.


Signed in Brussels on  
10/12/2021  
in two (2) originals in the English language.

For the WCO,

  
Kunio Mikuriya  
Secretary General

Signed in Victoria on  
.....  
in two (2) originals in the English language.

For UVic,

 em  
Helga Hallgrimsdottir  
Dean, Faculty of Human and Social  
Development

  
Lisa Kalynchuk  
Vice-President Research and Innovation