

## **COOPERATION AGREEMENT**

### **made by and between**

the **UNIVERSAL POSTAL UNION**, an intergovernmental organization and specialized agency of the United Nations duly represented by the Director General of its International Bureau and having its headquarters at Weltpoststrasse 4, 3015 Berne, Switzerland (hereinafter the "UPU"),

### **and**

the **WORLD CUSTOMS ORGANIZATION**,<sup>1</sup> an intergovernmental organization duly represented by its Secretary General and having its headquarters at Rue du Marché 30, B-1210 Brussels, Belgium (hereinafter the "WCO").

The UPU and the WCO may also be referred to individually as "Party", or collectively as "Parties".

## **PREAMBLE**

### Recognizing

that the mission of the WCO is to develop international standards, foster cooperation and build capacity, so as to facilitate legitimate trade, secure a fair revenue collection and protect society, providing leadership, guidance and support to the Customs administrations of WCO members (hereinafter "Customs administrations"),

### Recognizing also

that the mission of the UPU is to facilitate communication by guaranteeing the free circulation of postal items over a single postal territory composed of interconnected networks, and by encouraging the adoption of fair common standards and the use of technology, thus ensuring cooperation and interaction among stakeholders and the satisfaction of customers' changing needs,

### Noting

that the UPU and the WCO pursue common goals to ensure and facilitate the free and secure movement of global trade in line with their respective/applicable rules while abiding by the fundamental principles of the international postal service, including with respect to freedom of transit and Customs clearance of postal items,

### Acknowledging

that the postal network constitutes an essential physical infrastructure for cross-border trade,

### Recalling

that UPU Congress resolution C 62/2004 recognized that the cooperation between the UPU and the WCO remains in the best interests of both organizations and should be continued in order to pursue the study of and collaboration in matters of common interest,

### Recalling also

that a WCO–UPU Contact Committee was established in 1965 with a view to forging a close working relationship between the two organizations and in order to address challenges to international trade via the global postal supply chain,

### Recognizing further

that the International Convention on the Simplification and Harmonization of Customs Procedures (as amended), also known as the Revised Kyoto Convention, which entered into force on 3 February 2006, includes a chapter on postal traffic (Specific Annex J, Chapter 2), providing for specific Customs procedures in respect of postal items,

### Bearing in mind

that the exponential growth of e-commerce and the associated emergence of new trade patterns, including growth in direct business-to-consumer and consumer-to-consumer transactions and the increased role of consumers in individual transactions, presents several opportunities as well as challenges for Customs administrations and the designated operators of UPU member countries (hereinafter "DOs") in the areas of volume growth, trade facilitation, safety and security, society protection, and the accurate and efficient collection of duties and taxes, emphasizing the need to ensure efficient Customs clearance of postal items,

<sup>1</sup> Established in 1952 as the Customs Cooperation Council.

Recognizing in addition that the nature of postal traffic has its specificities as a result of the mass volumes involved and the universal service obligations incumbent upon DOs,

Aware

that the use of information and communication technologies and electronic advance data (EAD) interchange systems, as well as the digitalization of postal and Customs processes, is of vital importance in further improving the security, speed and quality of the Customs clearance of postal items,

Aware also

of the need to establish and facilitate the exchange of EAD between DOs and Customs administrations through the use of relevant WCO and UPU instruments and tools, and by leveraging the various opportunities presented by modern technologies,

Noting also

that the UPU has developed a Global Postal Model to facilitate the transmission of EAD among DOs, Customs administrations and airlines, with a view to strengthening security and improving the efficiency of the postal supply chain.

Acknowledging also

that the postal network is a globally connected network,

Convinced

that the complexity of the international mail transportation network requires the implementation of physical and procedural security measures based on a risk analysis of current threats and vulnerabilities,

Noting further

that offences against Customs laws, including the transport of illicit/dangerous goods and materials (such as drugs, counterfeit goods and other contraband), money laundering, and the financing of terrorist activities, are prejudicial to the economic, social, fiscal and security interests of states and all other parties involved in legitimate international trade via the postal supply chain,

Affirming

that the basic thrusts of the UPU's S58 and S59 postal security standards and the WCO's SAFE Framework of Standards to Secure and Facilitate Global Trade are commensurate and complementary in enhancing the safety and security of the postal supply chain,

Mindful

of the increasing global, regional and national prioritization of international trade facilitation, for example as evidenced by the World Trade Organization's Trade Facilitation Agreement, including with respect to the establishment of detailed mechanisms for the improvement of international trade processes, and of the associated opportunities for cooperation between DOs and Customs administrations,

Believing

that the Parties' cooperation in promoting efficient Customs clearance and collaboration in associated capacity-building initiatives would be of benefit to them and their respective members,

Recognizing moreover

the need to clearly identify possible areas of further cooperation between the two organizations with a view to enhancing their ongoing collaboration,

**NOW THEREFORE**, the Parties hereby agree to mutually pursue the objectives described above through the present Cooperation Agreement (hereinafter the "Cooperation Agreement") and in accordance with the following terms and conditions:

## **Article 1**

### **Objectives**

Through this Cooperation Agreement, the Parties will work to promote close cooperation and consultation on matters of common interest in order to harmonize their efforts in the complementary discharge of their respective mandates.

## Article 2

### Areas of cooperation and consultation

- 2.1 Strictly within the scope of their respective mandates, the Parties agree to cooperate in the following areas:
- 2.1.1 Develop, maintain and update instruments, tools, programmes and procedures with a view to facilitating the efficient clearance of postal items through Customs in line with applicable regulatory requirements;
- 2.1.2 Jointly examine and develop ways in which to improve cooperation and consultation between DOs and Customs administrations at the national level, with a view to combating illicit trade through the postal supply chain and improving mail security, and in which to assist one another in the detection of dangerous goods and other prohibited materials, while abiding by the fundamental principles of the international postal service, in particular, freedom of transit, as set out in article 1 of the UPU Constitution;
- 2.1.3 Facilitate the development of a mutual understanding among DOs and Customs administrations of each other's roles and responsibilities and associated challenges, thereby facilitating the efficient exchange of information, with a view to encouraging the resolution of challenges and fostering enhanced cooperation at the national level;
- 2.1.4 Promote and support the exchange of EAD between DOs and Customs administrations through the WCO–UPU joint electronic messaging standards, as well as the UPU Customs Declaration System, where appropriate;
- 2.1.5 Assist DOs and Customs administrations in the digitalization of their working processes to facilitate a more efficient and effective collaboration;
- 2.1.6 Enable DOs and Customs administrations to capture, send, receive and use electronic data in accordance with applicable data privacy and protection laws, and establish appropriate measures to improve data quality and the timely submission of data (pre-loading and pre-arrival);
- 2.1.7 Within the framework of the WCO–UPU Contact Committee, examine issues surrounding security, Customs and electronic data interchange in relation to Pre-Loading Advance Cargo Information (PLACI), pre-arrival information, and the UPU Global Postal Model;
- 2.1.8 Develop and implement capacity-building initiatives for DOs and Customs administrations in areas of common interest, including digitalization to enable process automation and paperless treatment of postal items, the use of available data to identify risks/threats, and improvement of compliance with Customs and other regulatory requirements;
- 2.1.9 Identify ways to harmonize the application of the UPU's S58 (General security measures) and S59 (Office of exchange and international airmail security) postal security standards and the WCO's SAFE Framework of Standards to Secure and Facilitate Global Trade to improve the overall security of the international mail transportation network and to expedite associated Customs clearance processes;
- 2.1.10 Encourage DOs and Customs administrations to form joint committees at the national level, with a view to:
- ensuring the efficient Customs clearance of postal items, in particular packets and parcels, through improved compliance with applicable Customs declaration regulations;
  - adopting a joint strategy to combat prohibited activity, including, but not limited to, the transport of illicit/dangerous goods and materials, money laundering, and the financing of terrorist activities; and
  - facilitating the efficient exchange of EAD and associated information between DOs and Customs administrations so as to foster effective Customs clearance of postal items;
- 2.1.11 Promote the role of DOs and Customs administrations as vehicles for economic growth, social development and environmental sustainability through the standardized and harmonized application of international instruments and tools, and related capacity-building measures, thereby contributing to the implementation of the UN Sustainable Development Goals;
- 2.1.12 Promote the participation of DOs in National Trade Facilitation Committees and National Single Windows to facilitate the inclusion of micro, small and medium-sized enterprises and underserved communities, which are serviced by DOs, in relevant trade facilitation programmes;

- 2.1.13 Identify efficient ways of appropriately handling growth in mail volumes stemming from e-commerce, including for processes pertaining to risk assessment, collection of duties and taxes, and return of items, while enhancing quality of service;
  - 2.1.14 Promote the transportation of postal items by alternative modes, such as rail and road, and identify solutions for associated transit- and security-related issues;
  - 2.1.15 Regularly update joint WCO–UPU publications, to reflect current technological and procedural developments, as well as postal and Customs best practices and lessons learned; and
  - 2.1.16 Promote accession to/acceptance of Specific Annex J, Chapter 2, of the Revised Kyoto Convention.
- 2.2 The development of specific projects related to the implementation of the activities specified herein shall be subject to the conclusion of separate project agreements between the Parties (hereinafter “Project Agreements”), which shall be annexed to this Cooperation Agreement in accordance with article 13.

### **Article 3**

#### **Financing conditions**

- 3.1 The activities and inputs referred to herein, including the development and implementation of the relevant Project Agreements, shall be subject to the availability of financial resources, and shall be performed in accordance with the relevant rules and regulations and requisite internal approvals and authorizations of each Party.
- 3.2 This Cooperation Agreement shall imply no financial or other commitment by the Parties. The terms and conditions for the financing of projects to be developed and implemented hereunder shall be agreed upon by the Parties and detailed in the relevant Project Agreements in accordance with article 2.2. The resources made available by the Parties within the framework of this Cooperation Agreement shall be intended solely for the purpose of developing and implementing projects under this Cooperation Agreement.
- 3.2.1 In accordance with their Financial Regulations (in the case of the UPU) and Financial Rules (in the case of the WCO), neither Party shall assume any commitments for or continue the execution of any activities under this Cooperation Agreement unless the relevant resources (including without limitation in-kind contributions) have been secured in accordance with the provisions set out herein.
- 3.3 Without prejudice to the relevant provisions contained in the UPU’s General Regulations, Financial Regulations and Rules on Financial Administration, as well as the WCO’s Financial Rules, the Parties agree to use their efforts to jointly identify and secure the necessary resources for the development and implementation of projects or activities referred to in this Cooperation Agreement that are not already covered by their own resources earmarked for development cooperation and technical assistance activities.
- 3.4 Without prejudice to the specific financing conditions agreed by the Parties and set out in the relevant Project Agreements in accordance with article 3.2, each Party shall bear its own costs and expenses resulting from or in connection with the preparation, execution, delivery and performance of this Cooperation Agreement, unless otherwise mutually agreed in writing by the Parties.

### **Article 4**

#### **Focal points**

- 4.1 Each Party shall designate (in the case of the WCO, through its Secretariat, and in the case of the UPU, through its International Bureau) focal points for the coordination of activities under this Cooperation Agreement.
- 4.2 The focal points referred to above shall be responsible for ensuring the practical application of this Cooperation Agreement and facilitating communication between the Parties. The Parties shall, as far as reasonably possible, communicate via electronic mail or other remote means through the aforementioned focal points. However, the Parties may organize meetings at the executive and operational levels wherever necessary.
- 4.3 Any notice to be given to a Party with respect to the implementation of this Cooperation Agreement (other than operational communications and reports, which may be sent by electronic mail with confirmation of receipt) shall be considered as effectively given if transmitted by registered letter addressed to the other Party at the address mentioned in article 4.4.

4.4 The focal point or contact information of either Party may be changed by providing appropriate notice in writing (via e-mail or registered letter with confirmation of receipt) to the other Party. Notices shall be addressed to the Parties as follows:

To the UPU:

Supply Chain Coordinator  
Postal Operations Directorate  
UPU International Bureau  
Weltpoststrasse 4  
3015 BERNE  
SWITZERLAND

E-mail: [customs@upu.int](mailto:customs@upu.int)

To the WCO:

Deputy Director in charge of Procedures and Facilitation  
Compliance and Facilitation Directorate  
World Customs Organization  
Rue du Marché 30  
B-1210 BRUSSELS  
BELGIUM

E-mail: [facilitation@wcoomd.org](mailto:facilitation@wcoomd.org)

#### **Article 5 Independence of the Parties**

5.1 This Cooperation Agreement or any other written commitment between the Parties shall not represent, and shall in no way create or imply, a partnership, agency, joint venture, employment or other similar relationship between the Parties, or the authorization for either Party to act as the agent or representative of the other Party.

5.2 Neither Party shall have any right or authority to assume, create, or incur any liability or other legal obligation of any kind, express or implied, in the name of, or on behalf of the other Party, except to the extent otherwise agreed to in writing and signed by the Parties.

#### **Article 6 Assignment**

Neither Party may assign, sublicense, subcontract, pledge or otherwise transfer or dispose of the present Cooperation Agreement, or any of the rights and obligations contained herein, without the prior written consent of the other Party.

#### **Article 7 Use of the emblem, name and initials of the Parties**

Neither Party shall advertise or otherwise make public the fact that it collaborates with the other Party, or use the emblem, name or initials of the other Party, or any abbreviation thereof, in connection with the present Cooperation Agreement for purposes of commercial advantage or goodwill without the prior written consent of the other Party. Each Party shall take all reasonable measures to ensure compliance with this provision by its agents, employees and subcontractors.

#### **Article 8 Intellectual property**

8.1 Any intellectual property originating with or developed by a Party (including by or through third parties) shall remain the exclusive property of that Party. In this regard, each Party shall provide the other Party with a gratuitous (royalty-free), non-exclusive, non-transferrable and time-limited (subject to the term of this Cooperation Agreement) licence to use the aforementioned intellectual property of the providing Party strictly

for the purposes defined in this Cooperation Agreement. Unless otherwise provided for in this Cooperation Agreement or in a separate Project Agreement, no other licence in other intellectual property rights, now or hereafter owned or licensable by a Party, shall be granted or implied to the other Party.

8.2 Except as otherwise provided in this Cooperation Agreement or in a separate Project Agreement, the Parties shall own and retain joint rights, title and interest in and to the research findings and data derived from specific activities jointly developed and established by the Parties under this Cooperation Agreement, including all related intellectual property rights.

## **Article 9 Confidentiality**

The Parties agree to treat with the utmost confidentiality all documents, information and data obtained in the course of the implementation of this Cooperation Agreement. No such confidential information may be given by a Party to third parties without the prior written agreement of the other Party. Notwithstanding the foregoing, the Parties acknowledge and agree that, in line with general principles of transparency, both Parties shall be entitled to publicly disclose, discuss, communicate and report on the terms of this Cooperation Agreement and its activities to their respective governing bodies and their members, as deemed necessary by either Party.

## **Article 10 Force majeure**

A Party shall not be liable to the other Party for any delays or defects in the performance of its obligations or duties under this Cooperation Agreement to the extent due to any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Parties. Therefore, a Party shall not be deemed to be in default of its obligations under this Cooperation Agreement where performance thereof is prevented by force majeure. No indemnity shall be claimed by either Party in such an instance.

## **Article 11 Privileges and immunities**

Nothing in or relating to this Cooperation Agreement shall be deemed a waiver, express or implied, of any of the respective privileges and immunities accorded to the Parties hereto by their constituent documents or international and national law.

## **Article 12 Entry into force, duration and termination**

12.1 This Cooperation Agreement shall enter into effect on the last date of its signature by the Parties, as indicated below, and shall remain in effect until 31 December 2025, unless terminated earlier in accordance with article 12.2.

12.2 The Parties may terminate this Cooperation Agreement by mutual consent. In addition, either Party may terminate this Cooperation Agreement by providing advance written notice of at least three (3) months to the other Party. Such notice shall be sent via registered mail, with a scanned copy by e-mail to the focal points or senior representatives of the other Party, and the notice period shall be counted from the date of confirmation of receipt of the notice by the other Party.

12.3 Without prejudice to the foregoing, steps shall be taken, as agreed by the Parties in writing, to ensure that termination of this Cooperation Agreement shall not be prejudicial to any ongoing projects or other activities undertaken within its framework.

**Article 13  
Amendment**

13.1 The present Cooperation Agreement may be modified by way of amendment signed by the Parties hereto. Any such amendments shall be annexed as part of the Cooperation Agreement and shall form an integral part thereof.

13.2 Notwithstanding the foregoing, the Parties hereby agree that the inclusion, modification or removal of projects or Project Agreements shall not require the signature of written amendments as referred to in article 13.1.

**Article 14  
Settlement of disputes**

Any dispute arising from or in connection with this Cooperation Agreement, including the interpretation or application of any provision herein contained, shall be settled amicably or by other means as the Parties shall mutually agree.

**Article 15  
Final provisions**

The present Cooperation Agreement shall constitute the entire agreement between the Parties, and shall supersede any and all previous agreements, arrangements and understandings, whether written or oral, between the Parties. Accordingly, the Parties hereby agree that this Cooperation Agreement shall replace and supersede the Memorandum of Understanding previously signed by the Parties on 5 July 2007.

In witness whereof, the Parties hereto, each acting through its duly authorized representative, have duly affixed their signatures on the two (2) originals of this Cooperation Agreement in the English language.

For the Universal Postal Union:

For the WCO:

Place and date

*9 May 2022 Bern*

Place and date

*9/5/2022 Bern*



Masahiko Metoki  
Director General of the International Bureau  
of the Universal Postal Union



Kunio Mikuriya  
Secretary General