



World Customs Organization



**World Health
Organization**

MEMORANDUM OF UNDERSTANDING

ON CO-OPERATION

BETWEEN

THE WORLD CUSTOMS ORGANIZATION (WCO)

AND

THE WORLD HEALTH ORGANIZATION (WHO)

PREAMBLE

The **World Customs Organization** (hereinafter referred to as the “WCO” and established in 1952 as the Customs Co-operation Council), an independent intergovernmental body whose mission is notably to support its Members to facilitate legitimate trade and control cross-border movement of commodities and conveyances, with its headquarters in Brussels, Belgium, validly represented by Dr Kunio Mikuriya, Secretary-General; and

The **World Health Organization** (hereinafter referred to as the “WHO”), a Specialized Agency of the United Nations and the directing and coordinating authority on international health work, with its headquarters in Geneva, Switzerland, validly represented by Dr Tedros Adhanom Ghebreyesus, Director-General;

Considering, on the one hand, that the WCO develops international standards, fosters cooperation and builds capacity to facilitate legitimate trade, to secure a fair revenue collection and to protect society, providing leadership, guidance and support to customs administrations;

Considering, on the other hand, that WHO provides leadership on global health matters, shapes the health research agenda, sets health norms and standards, articulates evidence-based policy options, provides technical support to countries, and monitors and assesses health trends;

Recognizing the need to enhance co-operation between the WCO and the WHO in matters of mutual interest;

Convinced that illicit trafficking in tobacco products and substandard or falsified medical products is harmful to the social well-being of nations and that a better sharing of information would be likely to promote effective detection, seizures, investigations and prosecutions, and thus counter the activities of organized crime groups;

Convinced that transnational conveyance of medicines, medical supplies and other relief goods, as well as the conveyance of relief personnel and their possessions, should be facilitated to the maximum extent during pandemic, emergency and disaster situations;

Recognizing the importance of further strengthening the co-operation between the WCO and the WHO within the fields of their competence, including combating illicit trafficking in tobacco products and substandard or falsified medical products;

Wishing to co-ordinate their efforts within the framework of the missions assigned to them and in line with the provisions of the Convention establishing a Customs Co-operation Council and the WHO Constitution;

Considering the need to further enhance the cooperation between the WCO and the WHO as outlined in the Memorandum of Understanding on Co-operation between the World Health Organization and the World Customs Organization signed on 29 July 2002;

The WCO and the WHO (hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”);

HAVE AGREED ON THE FOLLOWING:

ARTICLE 1
Mutual Consultation and Areas of Co-operation

1. Within the scope of and in accordance with each Party's programme of work, priority activities, policies, rules and regulations, as well as its administrative procedures and practices, the Parties will, as appropriate, consult on policy issues and matters of common interest for the purpose of facilitating the realization of their objectives and coordinating their respective activities.
2. Specific areas of co-operation will comprise:
 - i) exchange of information on the illicit trade in substandard or falsified medical products;
 - ii) information on and participation at meetings, workshops and briefings on substandard or falsified medical products as well as on revenue and enforcement issues concerning tobacco products, subject to the applicable rules, regulations, decisions, policies and practices of the Parties;
 - iii) participation in the work to classify new International Nonproprietary Names (INN) designated substances under the International Convention on the Harmonized Commodity Description and Coding System (the Harmonized System), subject to the applicable rules, regulations, decisions, policies and practices of the Parties;
 - iv) exchange of information on other pharmaceutical or medical products requiring identification within the Harmonized System;
 - v) exchange of information on the WHO Global Surveillance and Monitoring System for Substandard and Falsified Medical Products;
 - vi) exchange of information on pharmaceutical substances, medicines, medical supplies and other relief goods to speed up transnational conveyance in case of pandemic, emergency, and disaster situations;
 - vii) exchange of information on illicit trade in tobacco products at the global, regional, and national levels to support implementation of the WHO Framework Convention on Tobacco Control (WHO FCTC) and to promote accession to and to support the implementation of the Protocol to Eliminate Illicit Trade in Tobacco Products (the Protocol); and
 - viii) exchange of information on regulation of duty-free sales of tobacco products.

The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest. Exchange of information under this paragraph will occur in accordance with Article 2.

3. When appropriate, consultation will 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 resources in compliance with their respective mandates.

ARTICLE 2
Exchange of information, Confidentiality and Data Protection

1. The Parties decide to exchange, by whatever means, information concerning their activities which they deem appropriate and with a view to promoting effective co-ordination, subject to their existing policies, rules and regulations, as well as their administrative procedures and practices, respect for the sovereign rights of their Members, confidentiality obligations and the protection of commercial, contractual or other secrets.
2. The Parties decide to share information on issues of joint interest subject to subparagraph 4 below.

3. Communication of customs enforcement information by the WCO to the WHO will be subject to the provisions laid out in the respective policies, rules and regulations, conventions, resolutions and recommendations, and any other relevant WCO internal rules. Subject to subparagraph 4 below, any reproduction, dissemination, copy, divulgation, modification, distribution or publication, in whatever form, of the shared information belonging to either Party will be subject to the prior written consent of the Party concerned.
4. Each Party may possess confidential information belonging to it or belonging to third parties in collaboration with it. Any information provided by one Party (the "divulging Party") to the other Party (the "receiving Party") under this Memorandum of Understanding (hereinafter referred to as "MoU") will be treated by the receiving Party as confidential. Accordingly, the receiving Party will take all reasonable steps to maintain the confidentiality of the information and will use the information solely for the purpose for which it has been provided. The receiving Party will ensure that anyone gaining access to said information must be informed of the receiving Party's obligations under this MoU and will be bound by the same. This notwithstanding, no confidentiality or restricted-use obligations will apply where:
 - i) the information is publicly accessible or becomes publicly accessible other than through action on the part of the receiving Party; or
 - ii) the information was already known to the receiving Party (as testified to by written documents) before the information was imparted; or
 - iii) the information was received from a third Party without breach of an obligation of confidentiality towards the divulging Party.
5. The Parties undertake to protect any personal data exchanged under this MoU in line with their internal rules and policies concerning personal data protection.

ARTICLE 3

Reciprocal Representation and Coordination Mechanisms

1. Arrangements may be made for reciprocal representation at WHO and WCO technical meetings convened under their respective auspices and dealing with matters in which the other Party has an interest or technical competence, subject to the rules, regulations, resolutions, decisions, practices, policies and procedures applicable to such meetings.
2. The Secretary General of the WCO and the Director-General of the WHO will each designate a person to act as a focal point with a view to ensuring the implementation of the provisions of the present MoU.

ARTICLE 4

Technical Co-operation

The Parties may, on conditions to be mutually agreed in each case, subject to the applicable rules, regulations, resolutions, decisions, practices, policies and procedures and within the limits of their resources, make available their experience and expertise to the other Party.

ARTICLE 5
Implementation, Financial Obligations, and Fundraising

1. Implementation of any of the activities outlined in this MoU will be subject to the availability of sufficient financial and human resources for that purpose, as well as each Party's programme of work, priority activities, policies, rules and regulations, as well as administrative procedures and practices.
2. No transfer of funds between the Parties is envisioned in connection with this MoU, and any such transfer of funds would be subject to a separate agreement between the Parties.
3. Neither Party will engage in fundraising with third parties for activities to be carried out pursuant to this MoU in the name of, or on behalf of, the other Party, without the prior written approval of the other Party.

ARTICLE 6
Intellectual Property Rights

Each Party maintains the intellectual property it owns. In the event of joint implementation of activities pursuant to this MoU which result in the development of intellectual property rights, the provisions regarding such intellectual property rights will be determined by a separate agreement between the Parties prior to the dissemination of such intellectual property.

ARTICLE 7
Official Emblems and Logos

Neither Party will use the name, emblem, logo, or trademark of the other Party, its subsidiary bodies, or affiliates, in any way, including in any publication or public document, without the prior written approval of the other Party.

ARTICLE 8
Disclosure and Publicity

1. Subject to the provisions of Article 7 above, each Party may acknowledge the existence of this MoU to the public, as well as to the extent possible, general information with respect to the collaborative activities contemplated herein. Such disclosure will be made in accordance with the disclosing Party's respective disclosure policies, provided always that any such disclosure will be consistent with the terms of this MoU.
2. Each Party may publish this MoU on its website, provided that the context in which each Party intends to do so will be subject to the advance written agreement of the other Party (agreement not to be unreasonably withheld), and except as explicitly provided herein, this MoU and any subsequent agreements and/or any individual clauses contained therein will not be publicly disclosed or made available without the prior written agreement of both Parties.

ARTICLE 9
Responsibility

Each Party will be solely responsible for the manner in which it carries out its part of the activities under this MoU. Thus, a Party will not be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other Party's personnel or contractors, in connection with, or as a result of, the collaboration under this MoU.

ARTICLE 10
Supplementary Arrangements or Agreements

The Parties may enter into such supplementary arrangements or agreements, in writing, within the scope of the present MoU in their mutual interest.

ARTICLE 11
Legal Status

This MoU is an expression of mutual good faith, is not an international convention or agreement, is not subject to international law, is not intended to give rise to any rights or obligations in international law, and does not in itself give rise to any implication of commitment of resources, financial or otherwise, for either Party. No provision in this MoU will be construed as creating a joint venture, agency relationship or legal partnership between the Parties.

ARTICLE 12
Privileges and Immunities

Nothing in or relating to the present MoU will be deemed a waiver, express or implied, of any of the privileges and immunities enjoyed by either Party or its officials under national or international law, and/or as submitting either Party to any national court jurisdiction.

ARTICLE 13
Validity, Notification, Amendment, and Duration

1. This MoU will be valid as of the last date of its signature by the authorized official of each Party.
2. This MoU will be valid for a period of three (3) years and may be extended at that time by written agreement of the Parties for additional periods of three (3) years.
3. Each Party will promptly notify the other Party in writing of any anticipated or actual material changes that will affect the execution of this MoU.
4. The present MoU may be amended only upon written agreement between the Parties. For any amendment, the Parties' respective procedures in place for the negotiation of MoUs will have to be respected by the Parties.
5. The present MoU may also be terminated by either Party subject to ninety (90) calendar days' advance written notice to the other Party. Any such termination will be without prejudice to the orderly completion of any ongoing activity pursuant to this MoU as of the time of such notice of termination.

ARTICLE 14
Communications

All written communications exchanged under this MoU will be directed to the following addresses:

For World Customs Organization:

Address: Dr Kunio Mikuriya
Secretary-General
World Customs Organization
30, rue du Marché
B-1210 Brussels
Belgium

E-mail: SecretaryGeneral@wcoomd.org

Contact person: Mr Stefan KIRSCH
Deputy Director
Compliance and Enforcement

Mail: Stefan.KIRSCH@wcoomd.org

For World Health Organization:

Address: Dr Mariângela Batista Galvão Simão
Assistant Director-General
Medicines and Health Products
World Health Organization
20 Avenue Appia
CH-1211 Geneva 27
Switzerland

E-mail: simaom@who.int

Contact person: Dr Raffaella Balocco
Unit Head
INN and Classification of Medical Products

Mail: baloccor@who.int

ARTICLE 15
Dispute Resolution

1. In the event of a dispute, controversy or claim arising out of or relating to this MoU, the Parties will use their best efforts to promptly settle such dispute through direct negotiation. Any dispute that is not settled within sixty (60) days from the date either Party has notified the other Party of the nature of the dispute and of the measures that should be taken to rectify it will be resolved through consultation between the Secretary General of the WCO and the Director-General of the WHO.
2. Each Party reserves the right to suspend its obligations under this MoU where one Party applies the procedure laid down in this Article or in any other case where a Party is of the opinion that the obligations incumbent on the other Party under this MoU have been breached. The Party availing itself of the right provided for in this paragraph will notify the other Party in advance, with a view to agreeing on the continued applicability of the MoU.

ARTICLE 16
Entirety

This MoU supersedes and replaces the Memorandum of Understanding on Co-operation between the World Health Organization and the World Customs Organization signed by the Parties on 29 July 2002.

In witness whereof, this MoU is done and signed in two copies in the English language.

For the **World Customs Organization**

For the **World Health Organization**



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Dr Kunio Mikuriya
Secretary-General



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Dr Tedros Adhanom Ghebreyesus
Director-General

5 SEPTEMBER 2022

.....
Date

26 JUL 2022

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Date

