

**ARRANGEMENT ON COOPERATION
BETWEEN
THE WORLD CUSTOMS ORGANIZATION
AND
THE UNITED NATIONS, REPRESENTED BY THE
OFFICE OF COUNTER-TERRORISM**

THIS ARRANGEMENT IS BETWEEN:

THE WORLD CUSTOMS ORGANIZATION, an independent intergovernmental body established by its Members pursuant to Convention establishing a Customs Cooperation Council, signed in Brussels on 15 December 1950 and entered into force on 4 November 1952 (hereinafter referred to as “**WCO**”);

And

THE UNITED NATIONS, an international intergovernmental organization established by its Member States pursuant to the Charter of the United Nations, signed in San Francisco on 26 June 1945, with its headquarters in New York, New York, United States of America, represented by the **United Nations Office of Counter-Terrorism**, (hereinafter referred to as “**UNOCT**”).

Whereas the WCO and UNOCT, hereinafter individually referred to as a “Party” and collectively as the “Parties”, express their interest in cooperating to respond to the needs of the international community in the face of threats to international peace and security;

Whereas the WCO represents 184 Customs administrations across the globe, acting as the global centre of Customs expertise and the voice of the international Customs community. Customs role as the first line of defence against many criminal and violent extremist and terrorist organizations seeking to exploit vulnerabilities at international borders, puts them in the position to neutralize threats before they are able to cause damage. As part of these efforts the WCO assists Customs administrations worldwide in establishing international standards to ensure that the cross-border flow of goods and people takes place in a safe and secure manner.

Whereas UNOCT, an office of the United Nations Secretariat, was established pursuant to United Nations General Assembly resolution 71/291 to: (a) provide leadership on the General Assembly counter-terrorism mandates entrusted to the United Nations Secretary-General from across the United Nations system; (b) enhance coordination and coherence across the United Nations Global Counter-Terrorism Coordination Compact entities to ensure the balanced implementation of the four pillars of the United Nations Global Counter-Terrorism Strategy; (c) strengthen the delivery of United Nations counter-terrorism related capacity-building assistance to Member States; (d) improve visibility, advocacy and resource mobilization for United Nations counter-terrorism efforts; and (e) ensure that due priority is given to counter-terrorism across the United Nations system and that the important work on preventing violent extremism is firmly rooted in the United Nations Global Counter-Terrorism Strategy;

Considering that UNOCT leads the flagship global initiative ‘United Nations Countering Terrorist Travel Programme’ (‘CT Travel’), which assists Member States in building their capabilities to detect and counter terrorists and serious criminals by collecting and using advance passenger information (API), and passenger name record (PNR) data to improve the use of international databases and enhance information exchange, in accordance with Security Council resolutions 2178 (2014), 2396 (2017), and 2482 (2019), international standards and recommended practices, human rights principles and relevant privacy laws;

Considering also that Customs administrations are the principal border agency with the role as the first line of defence and therefore uniquely placed to take enforcement action to prevent terrorism and transnational crime and for this purpose has similarly developed and provides the Global Travel Assessment System (GTAS) targeting software for its Members and border security partners in their efforts to interdict terrorism and transnational crime. The GTAS tool is a key component of the overall WCO Passenger Controls Programme which also provides training for officers to enhance their capabilities to interdict high risk passengers upon arrival and to IT support teams to increase their own internal support capabilities.

Noting the leadership role of WCO in providing guidance and support to Customs administrations through the development of international standards, the reinforcement of cooperation and the delivery of tailor-made capacity building aimed at improving Customs ability to counter illicit trade including the illicit trade in small arms and light weapons, explosive precursors and strategic goods used to produce weapons of mass destruction.

Recognizing UNOCT's mandate in enhancing coordination and coherence across the Global Counter-Terrorism Coordination Compact entities to ensure the balanced implementation of the four pillars of the United Nations Global Counter-Terrorism Strategy;

Recognizing WCO's status as a Member of the Global Counter-Terrorism Coordination Compact, and as co-chair of the border management and law enforcement relating to counter-terrorism inter-agency working group;

Recognizing also the need for co-operation between competent agencies at national, regional and international levels in the fight against terrorist travel;

Now, therefore, WCO and UNOCT have decided the following for the purposes of enhancing their cooperation:

Article 1 **Purpose and Scope**

The purpose of this Arrangement on Cooperation between WCO and UNOCT is to establish a non-legally binding framework for cooperation between the Parties under the framework of the WCO Security and Passenger Controls Programme and the United Nations Countering Terrorist Travel Programme ("Building the capacity of member States to prevent, detect and investigate terrorist offences and related travel by using advance passenger information (API) and passenger name record (PNR) data") with a view to supporting Member States to implement their obligations related to passenger data contained in United Nations Security Council resolutions 2178 (2014), 2396 (2017), 2482 (2019), the WCO Punta Cana Resolution (December 2015) and international standards and recommended practices, and human rights principles based on the following considerations:

- a) The Parties will co-operate to leverage expertise, optimize resources, avoid duplication of efforts, foster synergies and maximize deliverables to Member States in accordance with the objective of this Arrangement;
- b) The Parties recognize that this Arrangement is not intended to interfere with the conduct by each Party of its own mandated activities, nor does it change or extend the existing mandate of either of the Parties; and
- c) The Parties' cooperation under this Arrangement will be subject to, and conducted in accordance with each Party's respective mandate, constituent instruments, regulations, rules, policies and procedures, and the decisions of their governing bodies.

Article 2
Areas of cooperation

The Parties will provide support, where appropriate, and in a manner consistent with each Party's regulations, rules, policies and procedures, on topics to be jointly decided upon related to building Member State capabilities to prevent, detect, investigate and prosecute terrorist offences and other serious crimes, including related travel, by collecting and analysing travel information such as passenger data, namely Advance Passenger Information (API) and Passenger Name Record (PNR). The cooperation between the Parties will notably pursue the following objectives:

- a) To establish a basis for the mutual exchange of information including on status and progress of implementation in beneficiary countries;
 - b) To promote cooperative engagement under the framework of the WCO Security and Passenger Controls Programme and CT Travel, providing an interdisciplinary approach and enhance interagency cooperation in beneficiary countries, including reciprocal participation in national consultations with beneficiary Member States, support towards national working groups, and/or development and delivery of capacity building training as relevant and within the limits of each organization's resources;
 - c) To collaborate and conduct joint awareness raising and outreach to Member States relating to the strategic benefits of passenger control, and namely API and PNR for border management and countering terrorism;
 - d) To leverage the WCO mandate and contacts with Customs organizations to promote and implement coordinated border management and to leverage UNOCT mandate and contacts to incorporate counter-terrorism elements within integrated border management programming accordance with each Party's respective mandate;
 - e) To collaborate to develop the framework for maritime passenger data collection and use, including, but not limited to, joint outreach with key public and private sector stakeholders, joint efforts on carrier engagement, development and delivery of capacity building training,
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and UNOCT participation as observer status in WCO Passenger Facilitation Control Working Group;

- f) To jointly explore technical interoperability and promote the role of WCO IT platforms in information sharing between Passenger Information Units (PIUs), as well as technical interoperability across CT Travel 'goTravel' and WCO GTAS;
- g) To identify and exploit synergies between ongoing and forthcoming initiatives launched by UNOCT in the specific context of CT Travel and by WCO in the specific context of passenger control and facilitation;
- h) To develop dialogue with other international and regional organizations and, where appropriate, with the industry in the context of counter-terrorism;
- i) Insofar as possible and subject to the availability of resources, to endeavour to provide support for special events, briefings, working groups, workshops, training projects, capacity-building projects and seminars organized by the other Party;
- j) Insofar as possible and subject to the availability of resources, to endeavour to provide support for activities such as joint research and publications; and
- k) To maintain and further a close partnership between the Parties with the objective of identifying and developing potential avenues for collaboration and to ensure a comprehensive and coordinated approach to passenger data collection and use and border management issues related to preventing and countering terrorism.

Article 3

Joint initiatives

In accordance with Article 4 of this Arrangement, the Parties will closely collaborate for the purpose of:

- a) Providing joint capacity-building activities under the Parties' respective programmes to support Member States to enhance their detection capacity to detect and prevent the movement of terrorists and serious criminals by using Advance Passenger Information and Passenger Name Record data – making them compliant with the requirements of the United Nations Security Council resolutions 2178 (2014), 2396 (2017) and 2482 (2019) and the WCO Punta Cana resolution (December 2015) requirements;
 - b) Providing joint capacity-building activities aimed at strengthening the Member States' border management and counter-terrorism capacities to further enhance travel and trade facilitation, better and fairer revenue collection and better protection of society; and
 - c) Providing joint support to the implementation of initiatives developed within the framework of the United Nations Global Counter-Terrorism Coordination Compact Working Groups
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and the World Customs Organization working bodies of the Compliance and Facilitation Directorate.

Article 4

Exchange of information

1. The Parties will combine their efforts, within their respective mandates and capacities to achieve the best use of all available information in their activities related to aviation and maritime security and facilitation, identity and border management, prevention and countering terrorism..
 2. Subject to their respective applicable regulations, rules, decisions, policies, practices and procedures, as well as to subsequent arrangements as may be necessary for safeguarding information, the Parties will exchange non-confidential information and documents as is necessary and appropriate for the implementation of their joint activities under this Arrangement.
 3. Documents or information relating to an identified or identifiable natural person (“personal data”) will be handled by the Parties with appropriate protection in accordance with their respective regulations, rules, decisions, policies, practices and procedures concerning data protection and privacy.
 4. In the event of a need to share confidential or restricted information, the Parties may, subject to the Parties’ respective confidentiality obligations and only after obtaining the required authorization from the relevant entity or entities concerned, exchange such confidential or restricted information. Such information may be shared with third parties only with the authorization of the entity or entities concerned.
 5. Documents or information that are considered proprietary by either Party or that are delivered or disclosed by one Party (“the Discloser”) to the other Party (“the Recipient”) during the course of the performance of this Arrangement, and that are designated as confidential or restricted, will be held in confidence by the receiving Party.
 6. The Recipient will use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s confidential or restricted documents and information as it uses with its own similar confidential or restricted documents and information, which it does not wish to disclose, publish or disseminate.
 7. The Recipient will use the Discloser’s confidential or restricted documents or information solely for the purpose of implementing the present Arrangement.
 8. The Recipient will not disclose confidential or restricted documents or information received from the Discloser to third parties without the prior written consent of the Discloser. In such situations, the Parties may require third parties to sign a “Confidentiality Agreement” to protect further disclosure of such information by the third party.
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9. When providing information, each Party will endeavour to ensure that such information is accurate, relevant and kept up to date and that its purpose is clearly stated. In addition, each Party will clearly indicate through written markings whether the document should be considered confidential, restricted or non-confidential.

10. The restrictions with regard to the confidentiality of information, document or other material as set out in this Article will remain in effect following the expiry or any termination of this Arrangement.

Article 5

Consultation and Focal Points

1. The Parties will consult each other with respect to coordinating and improving their cooperation under this Arrangement, as appropriate. WCO and UNOCT will seek each other's expertise to optimize the effects of such activities.

2. The Parties may recommend other areas and forms of cooperation based on the experience gained in the course of the implementation of this Arrangement. Such cooperation will, as appropriate, be the subject of separate written arrangements.

3. Each Party will designate a focal point to facilitate cooperation and, within thirty (30) days after signature of this Arrangement, provide to the other Party in writing the name of such a focal point.

4. The Parties will monitor and evaluate the cooperation under the present Arrangement.

Article 6

Other Provisions

1. This Arrangement does not of itself give rise to any financial implication or commitment of resources, financial or otherwise, on the part of the WCO or the United Nations, including UNOCT.

2. Unless otherwise expressly agreed to by the Parties in writing, the Parties will cover their own expenses arising from any activities taking place under this Arrangement.

3. The Parties may, as appropriate, conclude separate arrangements concerning specific projects to be implemented pursuant to the present Arrangement, including in particular the projects and activities under Article 2 (d) of this Arrangement. Such project specific arrangements may address, as appropriate, *inter alia*, the financial arrangements and procedures for implementing the projects.

Article 7
Settlement of Disputes

Any disputes or disagreements between the Parties concerning the interpretation, implementation and application of this Arrangement will be settled amicably by negotiations between the Parties without resort to legal proceedings.

Article 8
Privileges and Immunities

Nothing in or relating to this Arrangement will be deemed a waiver, express or implied, of any of the respective privileges, immunities, exemptions and facilities enjoyed or which may be enjoyed by the Parties, including their subsidiary organs and their staff.

Article 9
Name and Emblem and Intellectual property

1. Neither Party will use the name, emblem, official seal or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or otherwise without the prior express written approval of the other Party in each instance. In no event is the use of the United Nations, UNOCT, or WCO name or emblem be authorized for commercial purposes.

2. Nothing in this Arrangement will be construed as granting or implying rights to, or interest in, intellectual property of one Party to the other Party. Each Party will retain all rights, title, and interest in and to any materials developed by or on behalf of such Party, or otherwise acquired by such Party, either prior to the effective date or in furtherance of the objectives of this Arrangement during its effectivity, and any modifications thereto.

3. Each Party may, upon request, further to a prior written authorization of the other Party, use such materials to carry out the activities described in Article 2 above, subject to proper acknowledgment of the relevant Party's intellectual property rights.

4. In the event that the Parties foresee that intellectual property that can be protected will be created in relation to any project, program or activity to be carried out under this Arrangement, the Parties will negotiate and agree on terms of its ownership and use in a separate written agreement or arrangement by the Parties.

Article 10
Communication


Any public statement regarding the activities carried out thereunder will be agreed upon by the Parties prior to its publication or dissemination.

Article 11
Entry into Effect, Duration, Amendment and Termination

1. This Arrangement will come into effect upon the date of its signature by both Parties.
2. This Arrangement will remain in effect, unless it is terminated by either Party in accordance with paragraph 4 of the present Article.
3. This Arrangement may be amended by mutual consent of the Parties expressed in writing.
4. This Arrangement may be terminated by either Party by giving ninety (90) days written notice thereof to the other Party. Where written notice of termination of this Arrangement is given, the Parties will take immediate steps to bring all joint activities to a close in a prompt and orderly manner. Unless agreed otherwise, the termination of this Arrangement will not have any effect on specific arrangements concluded under paragraph 3 of Article 6 above.


IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Parties, have signed the present Arrangement, in English and in two originals, on the date(s) and at the place(s) set forth below.

For WCO



Dr. Kunio Mikuriya
Secretary General
World Customs Organization

For UNOCT



Vladimir Voronkov
Under-Secretary-General
United Nations Office of Counter-Terrorism

22 September 2022, UNHQ
Date and Place

22.09.2022 UNHQ
Date and Place