

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS CONFERENCE ON TRADE AND DEVELOPMENT  
AND  
THE WORLD CUSTOMS ORGANIZATION**

This Memorandum of Understanding (“MOU”) is entered into by the **United Nations Conference on Trade and Development (UNCTAD)**, the United Nations body responsible for dealing with trade, investment and development issues, with its headquarters in Geneva, (Switzerland), and the **World Customs Organization (hereinafter “WCO”)**, an independent intergovernmental body, representing more than 180 Customs administrations across the globe, whose mission is to enhance the effectiveness and efficiency of Customs administrations, with its headquarters in Brussels (Belgium).

UNCTAD and WCO are hereinafter jointly referred to as the “Parties”.

WHEREAS, UNCTAD's ASYCUDA Programme is mandated by its member states to develop and implement the Automated SYstem for CUstoms DAta.( Bridgetown, October 2021). It aims at speeding up Customs clearance through the introduction of computerization and simplification of procedures according to established international standards. ASYCUDA is UNCTAD's largest Technical Assistance Programme in Trade Facilitation and the ASYCUDA software is currently used in over 100 countries or regions around the world.

WHEREAS, The World Customs Organization 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.

ACKNOWLEDGING the complementarity of the WCO and UNCTAD mandates, with the former setting international standards and the latter promoting and facilitating their implementation;

CONSIDERING the changing nature of trade and rapidly evolving and transformative role of ICT;

NOTING that as of the time of drafting this MOU 42% (77 out of 184) of WCO membership relies on ASYCUDA to support its customs clearance processes;

ACKNOWLEDGING WCO and UNCTAD's successful ongoing cooperation including but not restricted to the framework of the Trade Support and Regional Integration Programme (PACIR - trade facilitation aspect) in West and Central Africa where ASYCUDA supports the interconnectivity, and the reference to version 3.6.0 of the WCO Data Model (DM) conformance of the ASYCUDA information model.

WHISHING to leverage further on these mutually supportive mandates and complementarity of objectives towards further development and strengthening of the scope and impact of the “parties” respective activities in the field of Customs

NOW, THEREFORE, the Parties agree to cooperate as follows:

## Article I: Purpose

- I.1. The purpose of this MOU is to establish a high-level consultation framework between the Parties, on a non-exclusive basis, to guide and inform on the specific areas of cooperation, appended as Annex to this MOU. for the following year.

## Article II: Implementation of the Memorandum of Understanding

- II.1. All cooperation provided by UNCTAD under this MOU shall be subject to the availability of human and financial resources and in accordance with applicable UN and UNCTAD regulations, rules, procedures and directives.
- II.2. All cooperation provided by WCO under this MOU shall be subject to the availability of human and financial resources in accordance with WCO applicable regulations, rules, procedures and directives.
- II.3. The Party having the responsibility to organize an agreed activity under this MOU shall apply its own administrative and financial regulations and comply with its own practices.
- II.4. The Parties will enhance their cooperation on issues of mutual interest, in particular on the specific activities outlined in the article I.1. Those activities would be evaluated regularly by both parties taking into account the development of each activity and organizational priorities
- II.5. Each Party may be invited to participate as an observer in relevant conferences and meetings organized by the other Party. Any request of a Party to participate as observer in relevant conferences and meetings organized by the other Party will be accepted if appropriate.
- II.6. In order to implement a specific activity envisioned by this MOU, the Parties can conclude specific activity agreements outlining the specific activities agreed upon, along with the responsibilities of each party, including costs and expenses and how they are to be borne by the Parties.
- II.7. Any costs associated with the implementation of the activities envisioned by this MOU should not be transferred to ASYCUDA's end users as additional cost for implementing ASYCUDA or its relevant modules.
- II.8. The Parties will allow that their staff will participate at the activities of the other party when possible.
- II.9. UNCTAD will continue to take into account all international conventions, codes, standards and best practices as established by WCO in the further development of its ASYCUDA Programme. To make this possible UNCTAD experts will be given access to WCO documents and E-Learning modules published at the members website of the WCO taking into account the WCO Publication Policy.

- II.10. The WCO will continue observing ongoing and new technological developments of ASYCUDA programme. In doing so, the WCO experts will be provided with access to necessary technical and non-technical documentation and training relating to ASYCUDA.

### **Article III: Status of the Parties**

- III.1. The Parties acknowledge and agree that WCO is an entity separate and distinct from the United Nations, including UNCTAD. The employees, personnel, representatives, agents or contractors of WCO and its subcontractors shall not be considered in any respect or for any purposes whatsoever as being the employees, personnel, representatives, agents, contractors or other affiliates of the United Nations, including UNCTAD, nor shall any employees, personnel, representatives, agents or other affiliates of UNCTAD be considered for any purposes whatsoever, as being employees, personnel, representatives, agents or other affiliates of WCO or its subcontractors.
- III.2. Nothing in this MOU shall be deemed or construed to create, or have been intended to create, a partnership, joint venture, employment or agency relationship between the Parties.
- III.3. No provision of this MOU shall be construed so as to in any way interfere with UNCTAD's and/or WCO respective decision-making processes with regard to their own respective affairs and operations. This MOU does not represent a commitment of funds on the part of either UNCTAD or WCO.

### **Article IV: Consultations**

- IV.1. Each Party shall accept to enter promptly into consultations at the request of the other Party with respect to any matter arising in relation to this MOU.
- IV.2. Concerning the application of this MOU, a high-level consultation between the heads of UNCTAD and WCO shall be organized annually, alternating in Geneva and in Brussels.
- IV.3. Each Party shall, at the request of the other Party, provide any documentary information that the other may need to comply with its Financial Rules and Regulations. In no circumstances should this obligation be interpreted as requiring a Party to breach its administrative and financial rules or policies..

### **Article V: Exchange of information**

- V.1. In accordance with their respective rules of confidentiality and subject to such arrangements as may be necessary to safeguard the status of confidential matter and respective publication policy, UNCTAD and WCO will:
- a) exchange information, documentation of common interest; and

- b) keep each other informed of developments in the work of their organizations and of current and planned activities of mutual interest, including for the purpose of identifying in which cooperation may prove desirable and for the purpose of preventing needless duplication of work.
- V.2. Each party shall designate a focal point for continuing contact and exchange of information under the terms of this MOU

### **Article VI: Entry into Force, Termination and amendment**

- VI.1. This MOU shall enter into force on the date of its signature by both Parties. Either Party may terminate this MOU by giving two months written notice to the other Party.
- VI.2. This MOU may be amended by mutual written agreement of the Parties. Unless otherwise agreed, amendments apply only to activities that have not yet been implemented

### **Article VII: Dispute Resolution**

- VII.1. Any dispute arising from or in connection with this MOU, including interpretation or application of any provision herein contained, will be settled amicably by the Parties

### **Article VIII: Privileges and Immunities**

- VIII.1. Nothing in or relating to this MOU shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

### **Article IX: Use of Name and Emblem**

- IX.1. Neither Party shall use the name, emblem or trademarks of the other party, or any of its subsidiaries, and/ or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case. In no event will authorization to use the UN name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by the United Nations.
- IX.2. WCO acknowledges that it is familiar with the United Nations ideals and objectives and recognizes that the UN name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of the United Nations.

- IX.3. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

### **Article X: Confidentiality of Information**

- X.1. Information and data that are considered proprietary by either Party or that are delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the performance of this MoU, and that is designated as confidential ("Confidential Information"), shall be held in confidence by the Recipient. The Recipient shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Confidential Information as it uses with its own similar Confidential Information that it does not wish to disclose, publish or disseminate.

### **Article XI: Intellectual Property**

- XI.1. Nothing in this MoU will be construed as granting or implying rights to, or interest in the intellectual property of the Parties. Except to the extent addressed by a subsequent legal instrument concluded by the Parties in accordance with Article II.6 hereof, each Party shall retain all rights, title, and interest in and to any materials (including, without limitation, memoranda, research, and outlines) 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 MoU during its term, and any modifications thereto. In the event that the Parties foresee that intellectual property that can be protected will be created in relation to any project, programme, or activity to be carried out under this MoU, the Parties will negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded as per Article II.6 hereof.

### **Article XII: Liability**

- XII.1. Each Party shall be responsible for its own acts and omissions under this MoU, including with respect to third-party claims.

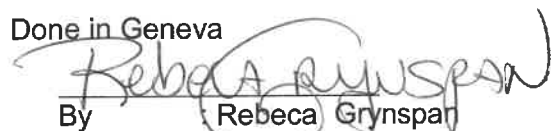
### **Article XIII: Miscellaneous**

- XIII.1. The parties affirm their zero tolerance for sexual exploitation, harassment and abuse and are firmly committed to the prevention of such sexual exploitation, harassment and abuse. A breach of this provision is a breach of an essential term of this MoU.

XIII.2. This MOU and any related agreements and project document comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

XIII.3. This MOU may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document and shall enter into effect on the date in which it is duly signed by both Parties ("Effective Date").

Done in Geneva

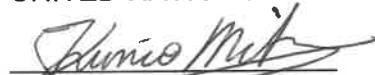


By : Rebeca Grynspar

Title : Secretary-General

Date : 4/10/2022

UNITED NATIONS CONFERENCE ON TRADE AND DEVELOPMENT (UNCTAD)



By : Kunio Mikuriya

Title : Secretary General

Date : 04 Oct. 2022

THE WORLD CUSTOMS ORGANIZATION (WCO)

## ANNEX TO WCO – UNCTAD MOU: ENVISAGED COOPERATION AREAS

### 1. Enhance the implementation of the WCO Data Model (DM) for ASYCUDA

This activity aims to enhance the conformity of ASYCUDA with the international standard, particularly the WCO DM, with the ultimate objective to contribute to better global supply chain interoperability. Under this activity, the WCO and UNCTAD cooperate to:

- develop an ASYCUDA My Information Package (MyIP);
- develop an ASYCUDA module for enabling data exchange based on the WCO supported electronic message formats and data exchange protocol (e.g., XML, JSON, or OpenAPI);
- establish training programmes for WCO Members using ASYCUDA to derive the ASYCUDA MyIP and implement the WCO DM conformant ASYCUDA data exchange module; and,
- facilitate WCO Members using ASYCUDA share their national MyIP derived from the ASYCUDA MyIP to other stakeholders through the WCO DM Repository.

### 2. Establish Data exchange between the WCO Cargo Targeting System (CTS) and ASYCUDA

The activity aims to enhance ASYCUDA users' capacity to manage risk by utilizing CTS while streamlining and simplifying manifest data collection by eliminating redundancies. Under this activity, the WCO and UNCTAD:

- harmonize CTS and ASYCUDA Manifest data requirements;
- enable CTS to re-use ASYCUDA Manifest data; and,
- enable ASYCUDA to re-use CTS risk management output.

### 3. Establish interoperability between the WCO National Customs Enforcement Network (nCEN) with the ASYCUDA

The activity aims to enable data sharing between nCEN the ASYCUDA. The data sharing will help nCEN and ASYCUDA users enrich their enforcement data profile with various offenses, such as Customs and fiscal offenses. Under this activity, the WCO and UNCTAD collaborate to:

- enable automatic transfer of data between nCEN databases (Seizure, Suspicion, Person, and Company databases) and ASYCUDA modules/databases (ASYCUDA Customs Offence module, ASYCUDA Company/Person/EORI database, eCITES Augmented Solution seizure report, and fiscal offenses database, etc.);
- adapt the reference model for seizure reports in nCEN and ASYCUDA World, eliminate the need to manually capture data in two systems/databases (addressing the challenges with data input); and,
- eliminate data redundancy and potential inconsistencies between nCEN and ASYCUDA seizure databases;

### 4. Establish data exchange between the WCO Time Release Study (TRS) and ASYCUDA

The activity aims to enable seamless Customs business process' efficiency by determining bottlenecks and other areas posing challenges based on the TRS methodology. Under this activity, the WCO and UNCTAD collaborate to establish:



- automated data sharing/exchange: automatically upload/extract/exchange the relevant data either by using an Application Programming Interface (API) or through other applicable technology solutions;
- data analysis/analytics: Enhance data analysis/analytics by not only providing an average release time, standard deviation, quartile, median, and outlier but also visualizing trends, patterns, and insights, as well as the ability to produce quality reports;
- Business Process Mapping: Explore the possibility to map or upload each Customs procedure automatically between the two systems. The activity will help, among other things, to carry out a comparative analysis of different sections of business processes.

5. Establish Customs Statistics

This activity aims to embrace data culture and build data ecosystems. Under this activity:

- the WCO and UNCTAD cooperate to enable statistics data collection and processing through ASYCUDA;
- the WCO provides statistics collection methodology, including standardized statistics data elements; and,
- the WCO establishes a mechanism that enables ASYCUDA to share statistics-related data.

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