

Agreement

Between

The Government of The United Arab Emirates

And

The World Customs Organization

**Regarding The Establishment Of A Regional Office For
Capacity Building**

The Government of the United Arab Emirates (hereafter referred to as the "UAE") and the Customs Cooperation Council, known as the World Customs Organization, an international organization having its Headquarters at Rue du Marché, 30 – 1210 Brussels, Belgium, (hereafter referred as the "WCO"), and collectively referred to as "the Parties".

CONSIDERING that the WCO has developed a Capacity Building Strategy and has introduced a regional approach with a view to carrying out effective and efficient capacity building activities for its Members;

CONSIDERING that the Directors General of the North of Africa, Near and Middle East (MENA) Region decided to establish the WCO MENA Regional Office for Capacity Building in the United Arab Emirates (UAE) as a part of the Regional Capacity Building Strategy at the Heads of Customs 24th Meeting held in Brussels, Belgium in June 2006, and that the WCO endorsed this decision at the 107th/108th Council Sessions held in Brussels, Belgium in June 2006;

CONSIDERING that Regional Offices for Capacity Building are autonomous entities, which are not considered bodies of the WCO or a joint initiative between the WCO and the concerned Region, and that the WCO shall not be involved in determining their status (including legal status, privileges and immunities, staff, applicable law and dispute settlement, etc);

HAVE AGREED as follows:

Article (1)

Definitions

For the purposes of this Agreement, the following terms and designations shall have the following meaning, unless the context otherwise requires:

Office: The North of Africa, Near and Middle East (MENA) Regional Office for Capacity Building (ROCB).

Government: The Government of the United Arab Emirates (UAE).

Headquarters: The Office premises, including all buildings and parts of buildings and land attached to it occupied by the Office and allocated for its purposes, whether owned, rented or occupied in any other capacity.

Article (2)

Objective

Without prejudice to the laws and regulations applicable in the UAE, this Agreement aims at defining the functions of the Regional Office for Capacity Building for the North of Africa, Near and Middle East region in the UAE.

Article (3)

Role of ROCB

1. The modernization of Customs services depends on individual Members and full engagement with their governments. The WCO regional structures are there to support the WCO Secretariat and regional Members in mobilizing resources and developing partnerships to deliver the necessary wide range of organizational development services, training and technical assistance activities. The ROCB contributes as follows:
 - (a) Plan and co-ordinate Customs Capacity Building activities;
 - (b) Support for the development of Customs at an organizational and regional level;
 - (c) Establish projects in individual Members of economic regions;
 - (d) Support the implementation of international standards for Customs and trade reflected in the WCO instruments;
 - (e) Co-ordination of training and development; and
 - (f) Develop, promote and maintain partnership with key regional stakeholders.
2. The ROCB may host regional activities such as workshops, training, seminars and events. Such activities shall be implemented in accordance with the laws and regulations for hosting such events.

Article (4)

Government contribution

Under this Agreement, the Government shall provide the Headquarters with the supporting staff and contributions as shown in Appendix A.

Article (5)
Legal Status

The Office shall have the legal personality and shall have the legal capacity to exercise its official functions and achieve its purposes, including contractual eligibility, ownership of fixed and movable assets, disposition and litigation.

Article (6)
Communications

The Office shall have the right to install telecommunications devices (wired and wireless), subject to the necessary approval from the competent authorities, if the Office shall bear all fees and costs.

Article (7)
General Provisions

1. The abuse of the premises shall not be permitted in any manner contrary to the law, public order or national security of the host country.
2. The Government shall take all necessary measures to protect the building and prevent its intrusion or material damage, breach of its security or degradation of its dignity.
3. In no case shall the Office be used as a shelter for any person or used for purposes contrary to the laws and regulations of the UAE and the functions, responsibilities and objectives of the Office.
4. Office staff are committed to cooperation with the competent authorities in the UAE to apply justice and regulations.
5. The laws of the UAE are applied within the Office and the country's courts are competent to adjudicate any crimes committed therein.

Article (8)
Privileges

1. The Office shall have the VAT refunded, as well as be exempt from customs duties for official shipments, in accordance with the national laws.
2. This provision may only be used for activities related to the Office and its activities.

Article (9)

Abuse

The misuse of privileges or the exercise of any activity contrary to the interests of the UAE shall mean that the UAE has the right to decide what it deems appropriate.

Article (10)

Office staff

1. The staff of the Office shall not be deemed to be staff members of the WCO. They shall also be subject to the laws, regulations and legislation concerning residence and entry and exit of foreigners in the UAE.
2. The appointment of the Office staff shall be done through the seconding from their respective governments.
3. As employees are assigned by their governments, the UAE does not assume any financial obligations to employees, such as salaries, subsistence allowances, accommodation travel allowances or any other expenses or obligations.
4. The appointments made to and by the Office shall be done in accordance with the national legislation and procedures adhered to in the UAE.

Article (11)

The Office and its staff shall not enjoy any immunities or privileges.

Article (12)

1. The Government shall not bear any international responsibility for the acts or omissions of the Office or its officials in the exercise of their functions and for the injury of others.
2. The provisions of this Agreement shall not prejudice the powers of the UAE to take such measures as it considers appropriate to protect its security or the integrity of public order in its territory.

Article (13)

The Government shall, in accordance with its laws and regulations, facilitate the entry, exit and residence of the participants in the programmes and activities of the Office.

Article (14)

This Agreement replaces any pre-existing Agreements or Memorandums of Understanding to host the Office in the UAE.

Article (15)

Amendments

The Parties may amend this Agreement by mutual agreement, in written form. Such amendment shall be deemed an integral part of this Agreement, and shall enter into force in accordance with the procedures set forth in Article (17) of this Agreement.

Article (16)

Settlement of disputes

Disputes arising between the Government and the WCO on the interpretation or application of this Agreement shall be settled amicably.

Article (17)

Entry into Force and Termination of the Agreement

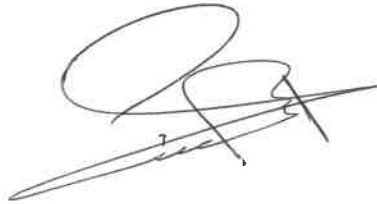
1. This Agreement shall enter into force on the date of the receipt by WCO of the UAE ratification of this Agreement.
2. This Agreement shall remain in force for an indefinite period unless either Party has notified the other Party, by diplomatic channels, of its wish to terminate this Agreement six (6) months prior to the termination.
3. Obligations to the Government shall remain in effect after termination to the extent necessary to allow the Office to withdraw its funds and assets and settle matters relating to its personnel, provided that such period shall not exceed six months from the date of termination and may be extended subject to the prior consent of the Government.

4. In the event of an agreement to terminate the activities of the Office, the contributed assets made by the Government shall be returned.

Done in two copies, at the WCO headquarters in Brussels, in the English and Arabic languages, on the 24th day of June 2023, each text being equally authentic. In case of divergence in interpretation, the English text shall prevail.

For
The Government of The United
Arab Emirates

For
The World Customs Organization



H.E. Ahmad Bin Lahej AlFalasi
Customs Director General – ICP



Kunio Mikuriya
Secretary General