World Customs Organization
Organisation Mondiale des Douanes

WORLD TRADE ORGANIZATION

FRAMEWORK COOPERATION AGREEMENT

Between — The Conseil de Coopération Douanière, also known as the **WORLD CUSTOMS ORGANIZATION**, an international organization having its seat rue du Marché 30 - 1210 Brussels, Belgium (hereinafter the "**WCO**"),

validly represented by Ian Saunders, in his capacity as Secretary General,

And — The **WORLD TRADE ORGANIZATION**, an international organization having its seat at Rue de Lausanne, 154 – 1211 Geneva 2, Switzerland (hereinafter the "**WTO**")

validly represented by Dr. Ngozi Okonjo-Iweala, in her capacity as Director General,

Hereinafter referred to collectively as the "**Parties**" or individually as the "**Party**".

PREAMBLE

HAVING REGARD FOR

The importance of international trade and its effect on the economic development and security of the Parties' respective Members;

The increasing complexity and volume of international trade and the criticality of facilitating flows of trade while preserving the right to regulate trade, enforcing intellectual property rights, enhancing supply chain security and addressing compliance challenges; and

The role of Customs administrations with regards to the management of cross-border trade of goods and of Customs procedures in implementing and enforcing trade policy and with transparency, consistency and integrity;

CONSIDERING

The Parties' well-defined interests in the fulfilment of obligations and implementation of rules in a number of Customs-related areas, including *inter alia* commodity classification, valuation, origin determination, trade facilitation, e-commerce, and the prevention of illicit trade; green customs, and

The positive impact greater cooperation between the Parties can have on ensuring effective linkage between trade policy and practical implementation as well as the development of enabling capabilities in the Parties' respective Members.

THE PARTIES HAVE AGREED AS FOLLOWS:

Where established modalities allow and where appropriate, the Parties will invite each other to participate in their respective working bodies that hold responsibility topics of shared interest.

Where appropriate, the Parties will identify opportunities to collaborate on customs-related topics in external fora and coordinate their participation therein.

The Parties will collaborate on the delivery of technical assistance and capacity building in areas of common interest by leveraging their respective competencies and resources to support their respective Members in advancing practices that are consistent with WCO and WTO obligations and initiatives. This includes the implementation of grants of the Trade Facilitation Agreement Facility (TFAF) to support Members in the implementation of the Trade Facilitation Agreement.

The Parties will share information in areas of common interest, cooperate on special challenges and data analytics with regards to the development of the HS tracker, tariff classification, and align work on the transposition of Harmonised System (HS), including through the prompt sharing by the HS Committee of the HS amendments, concordance tables, explanatory notes and subsequent corrections or revisions in machine-readable format and in English, French and Spanish. They will also collaborate and share information regarding projects and activities put in place to combat illicit trade, including as regards the enforcement of intellectual property rights.

Development of a WTO product dictionary mapping user-friendly product terms in three WTO official languages with HS codes to tackle issues related to the capture, processing, and search of product-related information in the different WTO databases.

The Parties will convene meetings at the senior leadership level at least annually to review efforts undertaken in the context of this Cooperative Agreement, identify shared priorities, make recommendations for improvement, and if appropriate, identify prospective new areas for cooperation.

ARTICLE 1. PURPOSE

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

1.2 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 the "**Project Agreements**").

ARTICLE 2. DURATION

2.1 This Cooperation Agreement shall enter into effect on the date of last signature by the Parties, and shall remain in effect unless terminated under Section 2.2 of this Article.

2.2 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 two (2) months to the other Party. Such notice shall be sent via registered mail, with a scanned copy by email 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.

2.3 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 3. FINANCIAL 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 under this Agreement shall be agreed upon by the Parties and detailed in the relevant Project Agreements. The resources made available by Parties within the framework of this Agreement shall be intended solely for the purpose of developing and implementing Projects under this Agreement.

3.3. Without prejudice to the specific financing conditions agreed by the Parties and set out in the relevant Project Agreements in accordance with Article 1.3, 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. CONTACT PERSONS

4.1 Each Party nominates an official spokesperson to centralize and facilitate communication (hereafter the "**Contact Person**"):

(i) For the WCO:
Brendan O'HEARN
Acting Director, Compliance and Facilitation

(ii) For the WTO:
Suja RISHIKESH MAVROIDIS
Director Market Access Division

4.2 These Contact Persons will serve as the primary communication link between the Parties: any information, request, claim or notification whatsoever, for any purpose, under this Agreement shall be addressed to the Contact Person.

ARTICLE 5. CONFIDENTIALITY

The Parties agree to treat with the utmost confidentiality all documents, information and/or data obtained during 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 6. INTELLECTUAL PROPERTY

6.1 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 Parties with a gratuitous (royalty-free), non-exclusive, non-transferrable and time-limited (subject to the term of this Agreement) license to use the aforementioned intellectual property of the providing Party strictly for the purposes defined in this Agreement. Unless otherwise provided for in this Agreement or in a separate Project Agreement, no other license in other intellectual property rights, now or hereafter owned or licensable by a Party shall be granted or implied to the other Party.

6.2 Except as otherwise provided in this 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 Agreement or under a separate Project Agreement, including all related intellectual property rights.

6.3 Each Party shall not 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 Agreement 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.

6.4 The Parties shall not assert the invalidity or unenforceability, or otherwise contest the intellectual property rights in any distinctive signs, name, logo and/or product or service of the other Party, in any action or proceeding of whatever kind or nature and shall not take any action that may prejudice any of the other Party's intellectual property rights or otherwise weaken their validity. The Parties shall not register or attempt to register any logo, trademark, design, domain name or similar identifying material that contain, are confusingly similar to or are comprised of any product or service, trademarks, distinctive signs, logo and/or denomination of the other Party.

ARTICLE 7. FORCE MAJEURE

7.1 Within the framework of this Agreement, "*force majeure*" shall mean any unforeseeable, unavoidable event external to the Parties which arises after the date of signature of this Agreement, and which prevents the execution of this Agreement, in whole or in part, by either Party.

7.2 The Party which has been prevented from performing its obligations shall inform the other Party thereof immediately, by registered letter or by any other suitable means allowing proof of posting to be retained, setting out the reasons preventing it from performing its obligations under this Agreement.

7.3 In the event of *force majeure*, the Parties shall immediately consult one another with a view to finding a solution and shall use all reasonable efforts to minimize its consequences.

ARTICLE 8. CONFIDENTIALITY

8.1 The Parties shall refrain from divulging to any person, directly or indirectly, any or part of any commercial, industrial, technical, financial, nominal, etc. information communicated to it by the other Party or which it has obtained when executing this

Agreement and which is marked "*Confidential Information*" or is clearly confidential in nature.

8.2 Each Party acknowledges that any disclosure of confidential information would damage the interests of the other Party and that it would be held responsible for such disclosure.

8.3 Each Party shall vouch for compliance with the above-mentioned confidentiality clause by its duly authorized employees, representatives and subcontractors.

8.4 The obligations of either Party under this Article shall not apply to information disclosed by a Party where that Party demonstrates that such information (i) is or becomes generally available to the public through no breach of this Article, (ii) has been received from a third party without restriction on disclosure, or (iii) is independently developed by the concerned Party without use of the confidential information of the other Party. In addition, a Party may exceptionally disclose confidential information as required to comply with applicable law or any judicial or governmental order, provided that such Party notifies the other Party of such required disclosure and cooperates with the other Party to limit such disclosure to strictly necessary information and/or to obtain a confidential treatment with respect thereto.

ARTICLE 9. 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 by the Parties.

ARTICLE 10. AMENDMENTS

The present Cooperation Agreement may be modified by way of amendment signed by the Parties hereto.

ARTICLE 11. FINAL PROVISIONS

11.1 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.

11.2 No part of this Agreement or the actions arising here from may be deemed to constitute a relinquishment of the privileges, immunities, waivers and facilities enjoyed by the Parties or their staff.

11.3 No provision of this Agreement and none of the actions arising here from shall be construed in such a way as to compromise the autonomy and independence of the Parties' decision-making procedure in connection with their respective business and activities.

11.4 The present Cooperation Agreement shall constitute the entire agreement between the Parties, and shall supersede any and all other previous agreements, arrangements and/or understandings, whether written or oral, between the Parties.

IN WITNESS WHEREOF the Parties have concluded this Agreement by duly affixing their signatures on two originals, both in English.

DONE in Davos Klosters, Switzerland, this 21st day of January 2025.

For the
WORLD CUSTOMS ORGANIZATION

Ian Saunders

For the
WORLD TRADE ORGANIZATION

Ngozi Okonjo-Iweala