



**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**THE WORLD CUSTOMS ORGANIZATION**

**AND**

**THE SMITHSONIAN INSTITUTION**

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SMITHSONIAN INSTITUTION**

**Preamble**

The **World Customs Organization**<sup>1</sup>, an international organization having its seat at Rue du Marché, 30 – 1210 Brussels (Belgium), hereinafter referred to as the “**WCO**”

and

The **Smithsonian Institution**, having its seat at 1000 Jefferson Drive, SW, Washington, DC 20013 hereinafter referred to as the “**Smithsonian**”,

hereinafter referred to individually as the “**Party**” and collectively as the “**Parties**”.

**Whereas** the WCO is an independent intergovernmental organization whose mission is to enhance the effectiveness and efficiency of Customs administrations in the area of compliance with trade regulations, protection of society and revenue collection, thereby contributing to economic and social development and security;

**Whereas** the Smithsonian is the world’s largest museum and research complex whose mission is to shape the future by preserving cultural heritage and sharing resources with the world;

**Noting** that the WCO and its Member administrations have increased their efforts in the prevention and countering of the illicit trade in arts and antiquities that has a detrimental effect on the countries of provenance, on their population as well as on humankind;

**Being aware** that the Smithsonian is one of the globally recognized leaders in scientific and historical research and cultural activities that has immense expertise and knowledge on the subject of the preservation of the cultural heritage;

**Recognizing** the need for cooperation between the Customs administrations and cultural institutions in order to fight against illicit trafficking of cultural objects;

**Acknowledging** the mutual intention of the Parties to cooperate in the field of the protection of cultural heritage,

**Have agreed as follows:**

**Article 1.**

**Areas of cooperation**

The Parties intend to hold periodic discussions to consider joint projects, develop plans for such projects, and review implementation of this Memorandum of Understanding. Upon reaching an understanding as to the activities to be undertaken by the Parties, the Parties will develop specific documentation to outline

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<sup>1</sup> Established in 1952 as the Customs Co-operation Council,

and define such activities, charting the terms of cooperation and responsibilities the Parties agree to undertake.

Activities may include various areas of cooperation such as:

1. Development and delivery of the training and capacity building programmes for Customs officials around the world in both in-person and online formats.
2. Developing and further enhancing existing WCO tools which address cultural property.
3. Supporting Customs administrations by supplying information and expertise to field officers to identify objects of cultural heritage that may have been looted or trafficked.
4. Developing joint public awareness campaigns around the need for the public's support on the issue of illegal trafficking of cultural objects, as well as awareness-raising activities aimed at other stakeholders.
5. Collaborating on other projects and initiatives of mutual interest in the area of cultural heritage protection.

## **Article 2.**

### **Copyright and ownership of names, marks, material, supplies and equipment**

1. Copies of studies, reports, presentations, training manuals, videos and supporting graphic materials produced by the Smithsonian for the WCO will be provided to the WCO for use in accordance with this Memorandum of Understanding. The Smithsonian will retain a copy of such materials.
2. Any copyrights or other intellectual property rights arising from the work of Smithsonian employees, contractors or volunteers in producing reports, papers, graphic materials, data and other products under this Memorandum of Understanding will be the property of the Smithsonian. However, the Smithsonian hereby grants to the WCO worldwide, royalty-free, non-exclusive, and irrevocable right and license to reproduce, publish, or otherwise use, and to authorize others, including members of the public, to use any and all material created by Smithsonian under this Memorandum of Understanding for education, training, and research, provided that any publication for sale to the public or other commercial use will require the prior written approval of the Smithsonian.  
Any copyrights or other intellectual property rights arising from the work of the WCO's employees, contractors or volunteers in producing reports, papers, graphic materials, data and other products under this Memorandum of Understanding will be the property of the WCO. However, the WCO hereby grants to the Smithsonian worldwide, royalty-free, non-exclusive, and irrevocable right and license to reproduce, publish, or otherwise use, and to authorize others, including members of the public, to use any and all material created by the WCO under this Memorandum of Understanding for education, training, and research, provided that any publication for sale to the public or other commercial use will require the prior written approval of the WCO. Such a license is granted to the Smithsonian subject to the materiel not containing any sensitive or confidential information.

3. Neither Party nor their respective agents or designees may use the name, marks, and logo of the other Party for public distribution in any way or in any format without the direct, written permission of the other Party. Once approved for standard usages, names and marks will not require such permission in each individual case of standard usage, but any other uses will require advance written permission.
4. Any equipment purchased by a Party directly for the work under the Memorandum of Understanding will be retained by such Party.

### **Article 3.**

#### **Reciprocal representation**

The Secretary General of the WCO and the Secretary or designee of the Smithsonian shall each designate a person to act as a focal point, with a view to ensuring the implementation of the provisions of the present Memorandum of Understanding. Each Party shall provide to the other any written notices required under this Memorandum of Understanding. These shall be sent to the designated focal point at the address indicated by the Party.

### **Article 4.**

#### **Modification, term and termination**

1. This Memorandum of Understanding may be modified only by mutual consent expressed in writing. No change in or modification of this Memorandum of Understanding shall be made except by written agreement between the WCO and the Smithsonian.
2. This Memorandum of Understanding shall remain in effect for five years from the date of the last signature unless terminated earlier in accordance with Section 3 below. This Memorandum of Understanding may be renewed in writing upon mutual agreement of the Parties.
3. This Memorandum of Understanding may be terminated by either Party upon a three months' written notice to the other Party. In such a case, the Parties will agree, as appropriate, on the steps to ensure that the activities initiated under the Memorandum of Understanding or separate project agreements are brought to a prompt and orderly conclusion.

### **Article 5.**

#### **Supplementary arrangements**

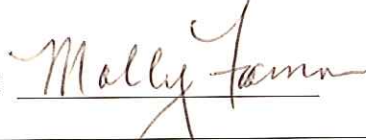
The Parties may enter into such supplementary arrangements or agreements within the scope of the present Memorandum of Understanding as are in their mutual interest, on condition that any arrangement or agreement that requires a commitment of funds by either Party shall require a prior written project agreement.

**Article 6.**

**Dispute settlement**

This Memorandum of Understanding is not legally binding, is subject to available funding and human resources of the Parties, and is entered into in the spirit of cooperation and collaboration. Neither Party shall have any financial obligation to the other for carrying out the activities set forth in this Memorandum of Understanding. Any dispute related to the interpretation or application will be settled amicably.

In witness whereof, the Secretary General of the World Customs Organization and the Director of the Office of International Relations of the Smithsonian Institution have signed the present MOU in duplicate, in English, on the date appearing under their respective signatures.

WORLD CUSTOMS ORGANIZATION	SMITHSONIAN INSTITUTION
Kunio Mikuriya Secretary General  Date: 	Molly Fannon Director, Office of International Relations  Date:  7/15/10

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