



WORLD CUSTOMS ORGANIZATION  
ORGANISATION MONDIALE DES DOUANES

**TRAFFIC**<sup>®</sup>  
the wildlife trade monitoring network

## **MEMORANDUM OF UNDERSTANDING**

**between**

**THE WORLD CUSTOMS ORGANIZATION**

**and**

**TRAFFIC**

## **Background**

The **World Customs Organization (WCO)**<sup>1</sup> is the only intergovernmental organization exclusively focused on Customs matters. With its worldwide membership, the WCO is now recognized as the voice of the global Customs community. It is particularly noted for its work in areas covering the development of global standards, the simplification and harmonization of Customs procedures, the facilitation of international trade, trade supply chain security, the enhancement of Customs enforcement and compliance activities, anti-counterfeiting and piracy initiatives, public-private partnerships, integrity promotion, and sustainable global Customs capacity building programmes.

**TRAFFIC**, the wildlife trade monitoring network, works to ensure that trade in wild plants and animals is not a threat to the conservation of nature. TRAFFIC was established in 1976 and has developed into a global network, committed to delivering practical conservation solutions based on the latest information. TRAFFIC's vision is a world in which trade in wild plants and animals is managed at sustainable levels without damaging the integrity of ecological systems and in such a manner that it makes a significant contribution to human needs, supports local and national economies and helps to motivate commitments to the conservation of wild species and their habitats.

This Memorandum of Understanding (hereinafter the "MoU") is concluded between the **WORLD CUSTOMS ORGANIZATION** (hereinafter the "WCO") and **TRAFFIC**.

The WCO and TRAFFIC may also be individually referred to as "Party", or collectively as "Parties".

### **The Parties to this MoU:**

**Recognizing** that the illegal trade in wild fauna and flora (hereinafter the "illegal wildlife trade") may lead to overexploitation and possible extinction of wildlife, affect the livelihood of rural communities and pose real threats to national security;

**Realizing** the importance of creating better understanding of the Convention of International Trade in Endangered Species of Wild Fauna and Flora (CITES) and the associated international trade in wildlife, including the illegal trade;

**Aware** that the role of the Customs is vital in the fight against the illegal wildlife trade;

**Acknowledging** the need to increase the awareness and capacity of Customs with regard to the international trade in wildlife, including the illegal trade;

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<sup>1</sup> Established in 1952 as the Customs Cooperation Council.

**Recognizing** that the WCO is the international organization best placed to drive this increased awareness and capacity for Customs around the world;

**Appreciating** that TRAFFIC has the technical expertise in this field, with broad regional coverage;

**Recognizing** also that such cooperation would benefit all parties in legitimate trade.

**The World Customs Organization and TRAFFIC have agreed as follows:**

1. The Parties will keep each other informed on activities and programmes of relevance on a periodic basis and, where necessary, consult on matters of common interest which are likely to lead to mutual collaboration.
2. The Parties will invite each other as observers to meetings of common interest that they organize.
3. TRAFFIC will provide the WCO with information to help Customs better understand the importance of issues related to the trade in wild fauna and flora and the procedures applicable to that type of trade.
4. The WCO will provide TRAFFIC with information to give nature conservation services and institutions a better understanding of Customs' tasks and their challenges.
5. The Parties encourage cooperation between WCO Member administrations, Regional Intelligence Liaison Offices, Regional Offices for Capacity Building, Regional Training Centres and Regional Dog Training Centres with the TRAFFIC Regional Offices.
6. The Parties will disseminate existing reference and training materials for Customs officers and jointly develop new materials, as appropriate.
7. Within the limits of their respective resources, the Parties will organize joint training activities for Customs officers.
8. The Parties will jointly devise publications to raise awareness of, and to inform, the travelling public of the illegal trade in wildlife.

## Implementing provisions

1. Notwithstanding any provisions to the contrary in this MoU, this MoU constitutes an expression of mutual good faith and is not intended to create legally binding obligations on either Party. This MoU does not commit any of the Parties to enter into or provide support for any specific activity or project/programme. This MoU does not represent any commitment on the part of either Party to give preferred treatment to the other in any matter contemplated under this MoU.
2. Each of the Parties shall apply this MoU in accordance with its rules and regulations and with the decisions of its competent bodies.
3. Nothing in this MoU shall be construed as creating a legal partnership between the Parties or an exclusive commitment for either Party.
4. Nothing in this MoU is intended to be, or should be construed as a waiver of the privileges and immunities of either Party or its officers and employees, which privileges and immunities are hereby specifically reserved.
5. This MoU shall enter into force on the date of signature by the duly authorized representatives of the two Parties.
6. Each Party will nominate a contact person who will be the main person responsible for assuring the implementation of this MoU.
7. This MoU shall be reviewed upon request of either the Secretary General of the WCO or the Executive Director of TRAFFIC and may be amended by mutual agreement in writing.
8. Any dispute as to the interpretation or application of this MoU shall be settled amicably by the Parties.
9. Either Party may terminate this MoU at any time by giving six months' notice in writing to the other Party. Termination of this MoU by one of the Parties shall in no way modify the obligations previously entered into.

In witness whereof, the Parties have concluded the present MoU in two originals in each of the English and French languages and appended their signatures thereto.

Signed at Brussels :

**FOR THE WORLD CUSTOMS ORGANIZATION**

**FOR TRAFFIC**



**Kunio Mikuriya**

**Secretary General**

Date : 21 Oct. 2013



**Steven Broad**

**Executive Director**

Date : 21/10/13