



incu

Memorandum of Understanding

between

the

***World Customs Organization
("WCO")***

and

the

***International Network of Customs Universities Inc.
("INCUI")***



Memorandum of Understanding between the WCO and INCU

TO PROMOTE CO-OPERATION IN THE DEVELOPMENT AND PROVISION OF WORLD-CLASS CUSTOMS TRAINING, EDUCATION, CAPACITY BUILDING AND RESEARCH

The Parties:

CONSIDERING that the WCO entered into the following agreements with the International Network of Customs Universities Management Group Inc. (hereinafter the "**WCO/INCU MG Inc. Agreements**") :

- (i) the general Memorandum of Understanding of 30 September 2009 between the WCO and the International Network of Customs Universities Management Group Inc.; and
- (ii) the "Agreement for Services" of 26 January 2010 between the WCO and the International Network of Customs Universities Management Group Inc.

CONSIDERING that the decision was made to dissolve the International Network of Customs Universities Management Group Inc. and incorporate a new association under the name "International Network of Customs Universities Inc.";

CONSIDERING that the WCO/INCU MG Inc. Agreements are null and void following the dissolution of the International Network of Customs Universities Management Group Inc,

CONSIDERING the intention of the Parties to continue their collaboration under a Memorandum of Understanding,

ACKNOWLEDGING that the WCO is the sole competent global intergovernmental organization in Customs matters, whose mission is to enhance the effectiveness and efficiency of Customs administrations,

ACKNOWLEDGING also that the INCU provides the WCO with a privileged point of contact with universities and research institutions that are active in the field of Customs research, education and training,

RECOGNIZING the desire of both Parties to assist Customs administrations in their efforts to meet the challenges of the modern international trade environment and adapt to changing circumstances by establishing professional standards for Customs managers, promoting international communication and co-operation, and by fostering integrity, human-resource development, transparency and improvements in the management and working methods of Customs administrations, and the sharing of best practices,



NOTING that the WCO is committed to enhancing Customs training, technical assistance and capacity building, in particular through its e-learning programme and through its Regional Offices for Capacity Building (ROCBs) and Regional Training Centres (RTCs),

RECOGNIZING also the potential synergies between the Parties through their commitment to world-class Customs training, education, capacity building and research, as well as the promotion of core Customs (WCO) instruments and standards,

RECOGNIZING the not-for-profit status of each Party,

Hereby agree as follows:

General

1. To develop a long-term strategic alliance that will mutually benefit the organizational aims and objectives of both Parties.
2. To permit reference to the professional association between the two Parties to be made by either Party in public documents such as information brochures, subject to the prior approval of the other Party.
3. To recognize the status of the WCO and INCUB as international representative bodies.

Training, Education, Research and Capacity Building Initiatives

4. To explore opportunities to co-operate in the areas of training, education, research, e-learning, capacity building and management development.
5. To seek to optimize the level of synergies between the training and capacity building provided by the WCO and its Members and the education and training programmes provided by the Affiliates of the INCUB.
6. To explore opportunities to jointly enhance Customs training, education, research and capacity building activities.
7. To facilitate co-operative arrangements including, but not limited to, providing each other with observer status at the Parties' annual meetings including the WCO Council Sessions and INCUB Annual General Meetings, as well as appropriate access for the WCO and the INCUB to each other's Web sites.
8. To establish by way of contractual arrangements, methods of providing academic opinion and advice in relation to PICARD Professional Standards and other matters.
9. To co-operate on research that will assist the WCO and its Members to position themselves to meet the future demands of the global economy and international trade.



Intellectual Property

10. To recognize the respective ownership of materials based upon the source and the individual Party's contribution to the commissioning, writing and preparation of such materials.
11. To reach agreement on the use of each other's intellectual property on a case-by-case basis or on a general basis. The agreement, which may involve a fee, should be in writing and specify any conditions on the use of the material.
12. When either the INCUB or the WCO agrees to allow the other Party to use its material, this is done so on the basis that the assigning Party has the right to license the use of the material.

Communication

13. Formal communication between the two Parties will generally be exchanged between the President of the INCUB or his nominee and the Secretary General of the WCO or his nominee.

Legal Force

14. This Memorandum of Understanding does not create legal rights or obligations. The Parties will co-operate in good faith to implement this Memorandum of Understanding.
15. This Memorandum of Understanding will be effective when signed by both Parties.

Modifications

16. Modifications to this Memorandum of Understanding may be made subject to the mutual consent of both Parties. Such modifications will be attached to and will form part of the Memorandum of Understanding.

Period of Validity

17. This Memorandum of Understanding will remain in force from the date of its signature until terminated by either Party, giving three (3) months' written notice to the other Party.



IN WITNESS whereof, the undersigned legal representatives of the Parties hereto have duly affixed their signatures on the two originals of this Memorandum of Understanding in both the English and the French languages.

SIGNED on behalf of the WCO by

Kunio Mikuriya, Secretary General.

25/09/2012

SIGNED on behalf of the INCU by

Professor Hans-Michael Wolfgang, Vice-President.

24/09/2012