



MEMORANDUM OF UNDERSTANDING BETWEEN THE WORLD CUSTOMS ORGANIZATION¹ AND THE AMERICAS ASSOCIATION OF PROFESSIONAL CUSTOMS BROKERS

This Memorandum of Understanding is concluded between the WORLD CUSTOMS ORGANIZATION (hereinafter the "WCO") and THE AMERICAS ASSOCIATION OF PROFESSIONAL CUSTOMS BROKERS (hereinafter "ASAPRA").

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

HAVING REGARD to the Revised Kyoto Convention on the simplification and harmonization of Customs procedures, and to other WCO instruments and tools such as the SAFE Framework of Standards to Secure and Facilitate Global Trade, the WCO Data Model, and the Revised Arusha Declaration that mutually benefit Customs and Trade,

HAVING FURTHER REGARD to the work of the ASAPRA in developing best practices for the world's customs brokers, its representation of customs brokers' interests and its commitment to continued development of customs broker education and training,

EMPHASIZING that Customs-Business partnerships and initiatives are crucial for managing and supporting the international movement of goods and services, and that customs brokers play a critical role in the movement of goods across international borders,

RECOGNIZING that customs brokers provide a link to small and medium sized enterprises who otherwise may be outside the Customs communications network,

RECOGNIZING that education and training of customs brokers and their clients are the cornerstones of building a private sector that can be an effective partner in security and facilitation,

BELIEVING it is necessary to have close cooperation to achieve mutual benefits, including a balance between security and facilitation and their associated costs and benefits,

AWARE that collaboration in capacity building initiatives can benefit both parties,

CONSIDERING that close cooperation between the Parties is desirable for achieving these goals,

The Parties agree that such objectives can be pursued through:

ARTICLE I – GENERAL COOPERATION

- 1.1 The Parties agree to strengthen mutual cooperation and endeavour to adopt mutually relevant guidelines on the development and operation of technical arrangements and initiatives.

¹ Established in 1952 as the Customs Cooperation Council.



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- 1.2 The Parties shall endeavour to formalize, maintain and update such agreed upon standards in line with current or future procedures to be defined by the Parties.
- 1.3 The Parties shall also strive to promote, to the extent possible, the implementation and widespread use of the agreed upon standards and procedures.
- 1.4 The Parties may consult each other, as needed, on matters of common interest for the purpose of achieving the aims set forth in this MOU.
- 1.5 The Parties will provide each other with a formal point of contact and their respective email address and telephone number to facilitate communication.
- 1.6 The Parties may decide to exchange information in fields and projects of mutual interest, in accordance with the aims and provisions of this MOU.
- 1.7 The Parties agree that, in order to safeguard confidentiality of any information to be mutually disclosed, the signature of a preliminary confidentiality agreement may be required.
- 1.8 The Parties further agree that all administrative matters linked to the execution or operational feasibility of this MOU shall be decided and formalized in documents to be agreed upon later by the Parties, as the case may be.

ARTICLE II – ASSISTANCE PROVIDED BY ASAPRA

ASAPRA will to the extent possible:

- 2.1 Attend such WCO meetings as are open to observers and intervene, as appropriate, to share its members views or explain their interests.
- 2.2 Send representatives to such specialist WCO Working Groups or other ad hoc groups as may be open to them and relevant to ASAPRA interests.
- 2.3 Foster and encourage consultation and co-operation at national and regional levels with WCO member administrations and their regional associations.
- 2.4 Encourage ASAPRA trade experts to attend and participate in WCO meetings at which such expertise may be helpful to the discussions.
- 2.5 Assist in WCO research and capacity building carried out in co-operation with the WCO where relevant to ASAPRA interests and expertise.
- 2.6 Transfer knowledge, on a timely basis, through its member associations and their educational and training programs to both customs brokers and their trade partners, particularly small and medium-sized enterprises.
- 2.7 Enhance integrity at the Customs/Trade operational interface by promoting the principles embodied in relevant WCO instruments.



- 2.8 Use ASAPRA's website and publications, as well as routine internal communications to focus members' attention on Customs priorities, including but not limited to trade facilitation, security, anti-smuggling, and revenue collection.

ARTICLE III – ASSISTANCE PROVIDED BY WCO

The WCO will to the extent possible:

- 3.1 Send representatives to relevant ASAPRA meetings to explain the ways in which ASAPRA members can assist in priority Customs objectives and to discuss the ways in which such Customs concerns can best be related to customs broker operations.
- 3.2 Receive, allocate to the appropriate technical committee, consider and respond to formal written submissions from ASAPRA on specific Customs/Trade issues and interests.
- 3.3 Support such practices and procedures embodied in WCO instruments as will facilitate time-sensitive commercial operations and promote future similar co-operation.
- 3.4 Support ASAPRA initiatives promoting or otherwise furthering WCO endorsed practices and procedures.
- 3.5 Support ASAPRA initiatives offering education or training to the private sector.
- 3.6 Give ASAPRA reasonable notice of WCO meetings or projects known to them that could help publicize and utilize the special expertise and operational resources of ASAPRA members in measures designed to heighten commercial and Customs standards and advance common interests in compliance and facilitation.
- 3.7 Help ensure appropriate opportunities for inclusion of ASAPRA expertise in WCO research and capacity building.

ARTICLE IV – MISCELLANEOUS

- 4.1 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/program. 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.
- 4.2 Any specific activities identified under this MOU as opportunities for cooperation between the two Parties will be the subject of additional written agreements entered into in accordance with the internal and respective objectives, functions, policies and procedures, funding constraints and the formal approval of the Party's relevant decision-making bodies as appropriate.



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- 4.3 In keeping with the administrative nature of these arrangements, no provision of this MOU will be construed to interfere in any way with the independent decision-making autonomy of the two Parties with regard to their respective affairs and operations.
- 4.4 Nothing in this MOU shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Parties or an exclusive commitment for either Party.
- 4.5 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.
- 4.6 This MOU shall enter into force on the date of its signature by both Parties.
- 4.7 This MOU shall be reviewed upon the request of either the Secretary General of the WCO or the Chairman of the ASAPRA and may be amended by mutual agreement in writing.
- 4.8 The Parties will send representatives to annual reviews of the contents and application of this MOU.
- 4.9 Either Party may terminate this MOU at any time by giving the other Party written notice of three months.

In witness whereof, the Parties have concluded the present Memorandum of Understanding in 2 (two) originals and appended their signatures thereto.

**FOR THE WORLD CUSTOMS
ORGANIZATION**

Lima, Peru, October 26, 2010

**Kunio Mikuriya
Secretary General**

**FOR THE AMERICAS ASSOCIATION OF
PROFESSIONAL CUSTOMS BROKERS**

Lima, Peru, October 26, 2010

**Alejandro O. Ramos
Chairman**