

**GLOBAL FACILITATION PARTNERSHIP
For Transportation and Trade
(GFP)**

Constitution and Operating Modalities

WHEREAS, GFP Partners seek to promote international trade and develop commercial exchanges, in particular in developing and transition countries, through facilitating trade and transport procedures;

WHEREAS, GFP Partners seek to help developing and transition countries improve their external trade competitiveness by enhancing cost-efficiency in delivery of transport services at border interfaces;

WHEREAS, GFP Partners desire to cooperate in executing activities conducive to the development and implementation of more efficient and effective international trade and transport procedures;

WHEREAS, GFP Partners are supportive of the United Nations Millenium Development Goals for a global partnership for sustainable development;

NOW THEREFORE, GFP Partners agree on joining the Global Facilitation Partnership for Transportation and Trade (GFP) operating under the following provisions in this Constitution and these Operating Modalities (Constitution).

1. Purpose of this Constitution

The objective of this Constitution is to provide the framework for collaboration under which collaborative activities and projects would be undertaken and specific program areas agreed among GFP Partners. Notwithstanding the above, the work of each GFP Partner will continue to be undertaken according to its respective procedures, priorities and work programmes. This Constitution does not constitute a binding obligation by any GFP Partner to provide support for any individual project, activity or product. GFP Partners can join the GFP in different categories, which are described here below. All GFP Partners must agree to the provisions of this Constitution to be considered GFP Partners and may be organizations, companies or individuals. A full list of all current GFP Partners will be maintained in a Partners List on the GFP/UN Trade Facilitation Network website (<http://gfptt.org>).

2. Purpose and Scope of the Partnership

The GFP aims to pull together all interested parties, public and private, who want to help achieve significant improvements in transport and trade facilitation, in particular, in developing and transition countries. GFP Partners design and undertake specific programs towards meeting this objective, making use of their respective comparative advantage in the subject matter in a coordinated fashion. In furtherance of this purpose, the areas of collaboration include the following: (i) sharing agendas of common interest;

(ii) pooling resources and expertise, where appropriate, to carry out research work or design and implement pilot projects; and (iii) sharing knowledge and ideas.

3. Categories of GFP Partners

3.1 Core Partners

Core Partners are Institutions, Corporations or Associations joining the GFP by agreeing to this Constitution and undertaking to take charge of specific knowledge areas of the GFP agenda, as listed on the GFP website. Core Partners manage specific knowledge topics as defined in the GFP agenda and on the GFP website, directly upload new information whose details may be available on the website of the Core Partner concerned, define internal information flows to update the GFP site by maintaining links within the GFP website, and conduct a quarterly review of their respective areas on the site. If needed, the Core Partners are eligible to receive assistance in uploading their content. Designated representatives of Core Partners will receive automated notifications on the topics and activities of interest, indicating changes that took place during the previous month. The submission of a request to become a Core Partner should be made to the Secretariat and is considered a commitment to manage specific knowledge topics as defined by the Steering Committee. The Steering Committee will consider such requests and, if appropriate, adopt them by consensus. Core Partners may also be Sponsoring Partners.

As of [June 1, 2005], Core Partners were the International Road Transport Union, the World Customs Organization, the United Nations Conference on Trade and Development, the United Nations Economic Commission for Europe, the United Nations Industrial Development Organization, TIACA and the World Bank.

3.2 Sponsoring Partners

Sponsoring Partners are Institutions, Corporations, Associations or Individuals joining the GFP by agreeing to this Constitution and paying an annual contribution to help constitute the GFP operational budget. Management of these funds is determined, and decisions on use of these resources are made by, the Steering Committee (defined below). Details on how to make annual contributions as a Sponsoring Partner appear on the GFP website. Sponsorship categories are defined as follows:

Silver Sponsor:	\$1,000 up to 2,999
Gold Sponsor:	\$3,000 up to 4,999
Platinum Sponsor:	\$5,000 or more

Sponsoring Partners will be duly recognized on the GFP website and their sponsorship categories adequately highlighted.

3.3 Regular Partners

Regular Partners are Institutions, Corporations, Associations or Individuals joining the GFP by agreeing to this Constitution without making any additional commitments. Details on how to become a Regular Partner appear on the GFP website.

3.4 All Partners

All GFP Partners have the right to enter information directly about themselves in the GFP website and to submit information related to their activities to the Secretariat (described below) for posting on the GFP website. Alternatively the Secretariat may authorize a GFP Partner to directly post information, if no objection is raised by Steering Committee members. To do so, a GFP Partner must nominate a main contact person and a web contact person, responsible for the data provided by that GFP Partner.

4. Governance

4.1 Steering Committee

The GFP is managed by a Steering Committee, the membership of which is as follows: International Chamber of Commerce, World Customs Organization, United Nations Conference on Trade and Development, United Nations Economic Commission for Europe, United Nations Industrial Development Organization, and the World Bank. Membership of the Steering Committee may evolve if necessary to adequately represent the membership of the Partnership at large, as agreed in consensus by the Steering Committee. Individual members serve as representatives of the above organizations. The Steering Committee will meet at least twice a year ahead of the full GFP meetings. For the Steering Committee to deliberate validly, a quorum of half the members plus one will be required. Any strategic or financial decision of the GFP, including those relating to rules for new members of the Steering Committee, will be made by Steering Committee by consensus. Decisions of the Steering Committee become binding on all Steering Committee members and the GFP. Each Steering Committee member will designate a main contact person (a Designated Representative), who is also entitled participate in any decisionmaking between the regular meetings. Such interim decisionmaking by the Steering Committee may be conducted virtually by email, including on a no objection basis, **provided the relevant correspondence is routed through and coordinated by the Secretariat.**

4.2 Secretariat

The Secretariat supports the Steering Committee, particularly in the relationship with the GFP Partners, in implementing the management rules defined by the Steering Committee, in maintaining the electronic mailing list and the GFP website, in preparing the agenda for and organizing Steering Committee and GFP meetings, and in producing annual progress reports for the GFP. **Current contacts for the Secretariat are posted on the GFP website.**

The Secretariat is presently hosted by the World Bank in Washington D.C. However, subject to consensus of the Steering Committee, the Secretariat could be relocated at any time with any of the Steering Committee members.

4.3 Full GFP Meetings

Full GFP meetings, comprising all GFP Partners, will take place twice a year in order to review progress and the results achieved at times and locations convenient to the GFP.

GFP meetings will usually take place in locations rotating between the Steering Committee members.

5. Contributions and Agreements

5.1 Primary Objectives

In keeping with the GFP purpose and scope as defined in Section 2, all GFP Partners agree that it is in their mutual interest to promote international trade by lowering trade barriers and, in particular, by facilitating international transport, external trade procedures and cross-border processes, and by strengthening productive capacities. Consequently, all GFP Partners give consideration to pursue:

- The development of a comprehensive framework of transport and trade facilitation benchmarks, combining qualitative assessment with a holistic set of data on efficiency of trade and transport transactions;
- The definition of systematic approaches to measurement, based on a set of facilitation indicators on transportation and cross-border processes, to be systematically collected;
- The monitoring and publishing on a regular basis of data on these facilitation indicators;
- The design and implementation of suitable capacity building programs;
- The development and implementation of trade facilitation norms, standards, strategies and instruments to enhance the efficient flow of information throughout the entire trade transaction process;
- The simplification of trade procedures, and elimination thereof in cases where they serve no useful purpose;
- Any commonly agreed initiative aimed at promoting trade and transport facilitation through education, training and targeted technical assistance activities;
- Sharing and dissemination of knowledge regarding the various GFP topics, and posting relevant documents on the GFP website.

5.2 Under this Constitution, the GFP Partners will give consideration to:

- Contributing to agreed programs of actions, either in kind (staff time, travel, technology) or in budgetary means;
- Providing intellectual collaboration on research and development programs related to the GFP purpose; in doing so, each GFP Partner will cover its own expenses, to the extent feasible;
- Continuing to manage the development of the GFP initiative;
- Doing their utmost to leverage additional means of support for the purpose of GFP by using respective comparative advantages.

All results of research, surveys and studies carried out with GFP funding or support will be shared between all GFP Partners as soon as they become available.

6. Monitoring and Reporting

The GFP will produce an annual report of progress against objectives and program of actions with related recommendations. After review and approval by the Steering Committee, the annual report will be made available in June of each year, before one of the bi-annual full GFP meetings and made public following endorsement at the GFP meeting.

Progress on action plans and use of resources agreed under the GFP will be reported on a semi-annual basis by the Secretariat to the Steering Committee and update reports will be posted on the GFP website.

7. Procurement Policy

Any program of actions under the GFP shall be consistent with the procurement requirements of the funding body or bodies for the program. Necessary and appropriate procurement rules, requirements and guidelines will be circulated by the funding GFP Partner(s) to any collaborating GFP Partner(s), where appropriate.

8. Rules of Entry and Exit

8.1 Any candidate wishing to apply to enter the GFP should submit a request to the GFP Secretariat through the GFP website. Regular Partner status may be granted upon confirmation of the candidate's agreement to this Constitution and subject to assessment of the candidate status and activities in terms of compliance with this Constitution.

8.2 Any Partner wishing to leave the GFP may do so at any time, upon written notice to the Secretariat.

8.4 The Steering Committee may decide to terminate the membership of any GFP Partner at any time for serious breach of this Constitution or conduct that the Steering Committee believes may bring the GFP or its members into disrepute.

9. Publicity

GFP Partners may mention their collaboration with the GFP under this Constitution in their internal reporting and in press releases to the public, but shall not make any reference to the collaboration with individual GFP Partners in any manner in their advertising of their commercial products or services or in the solicitation of any contracts or other business. GFP Partners understand and agree that the name of any GFP Partner may not be used in any manner whatsoever that conveys or suggests, directly or indirectly, this GFP Partner's endorsement or support of other GFP Partners' products or services. Use of any GFP Partner logo must comply with the policy on the use of name and emblem of the GFP Partner and is to be strictly limited to documents published by the Secretariat with the explicit consent of the GFP Partner. All draft reports prepared by the Secretariat will be circulated to the Steering Committee for review before being made publicly available.

10. Intellectual Property.

Any intellectual property rights arising from any work managed by the Secretariat under the collaborative activities agreed by the Steering Committee and carried out under this

Constitution shall belong to the GFP unless the Steering Committee agrees otherwise, except when the work/know-how/products are developed by one or more GFP Partners and made available to the GFP, in which case their respective intellectual property rights will be fully respected. . Any industrial or commercial exploitation of any intellectual property rights, including the ownership of know-how, arising from the work shall further the purpose of the GFP.

11. Modification of this Constitution

A request for the modification of this MOU may be made at any time by Core Partners or Steering Committee Members by means of a notification in writing addressed to the Secretariat. The Secretariat shall decide upon the steps, if any, to be taken in respect of such request within a maximum of 6 months from the time of receipt.

This Constitution has been in force since _____ [insert date], following approval by the Steering Committee.

The Steering Committee may modify the terms of this Constitution by consensus and will post any modifications on the GFP website. Any GFP Partner objecting to this Constitution or any modifications subsequently made to this Constitution may exit from the GFP.