



## **Memorandum of Understanding**

**between**

**The International Trade Centre (ITC)**

**and**

**The United Nations Conference on Trade and Development  
(UNCTAD)**

**and**

**The United Nations Economic Commission for Europe (UNECE)**

The United Nations Conference on Trade and Development, represented by its Secretary-General (hereafter "UNCTAD"), the United Nations Economic Commission for Europe, represented by its Executive Secretary (hereafter "UNECE") and the International Trade Centre, represented by its Executive Director (hereafter "ITC"), referred to collectively as the "Parties";

*Recalling* the multilateral Agreement on Trade Facilitation adopted in December 2013 at the 9<sup>th</sup> Ministerial Conference of the World Trade Organization (hereafter "WTO") in Bali, Indonesia, and the subsequent adoption by WTO members in November 2014 of a Protocol of Amendment to insert the new Agreement into Annex 1A of the Marrakesh Agreement Establishing the WTO;

*Recalling* also paragraph 9 of Section II of the Agreement on Trade Facilitation on the provision of assistance for capacity-building to developing countries;

*Recognizing* the importance of international organizations collaborating to ensure the provision of demand-led and sustainable capacity-building on trade facilitation in line with the Agreement on Trade Facilitation;

*Recognizing* also the effective collaboration of UNCTAD, UNECE and ITC within the

framework of the UN Inter-Agency Cluster on Trade and Productive Capacity<sup>1</sup>;

Have agreed as follows:

### **Article I Purpose**

The purpose of this Memorandum of Understanding (hereinafter referred to as “MOU”) is to deepen and strengthen the strategic partnership between the Parties for the purpose of providing effective capacity-building, technical assistance, outreach and support to developing economies, especially the Least Developed Countries (LDCs) and transition economies and to small and medium sized enterprises (SMEs) in these countries in order to support the implementation of the WTO Agreement on Trade Facilitation.

### **Article II Areas of cooperation**

1. The Parties agree to cooperate, within the context of their respective mandates, policies and resources and instruments, with the objective of providing the most complete and highest possible quality of technical assistance, capacity-building and support in the area of trade facilitation. The Parties shall establish a joint compendium of relevant capacity-building and training instruments to be made available to countries and donor organizations.
2. The Parties shall appoint Contact Persons (Article VI) within their respective organizations who will communicate and exchange information and bring to each other’s attention general information of common interest and areas that are of concern to all Parties.
3. Within one (1) month of the entry into force of this MOU and, thereafter, as often as necessary and at least once a year, the Contact Persons shall meet to establish activities and potential joint projects for the following 12 months or update existing plans.

### **Article III Implementation of the MOU**

1. The Secretary-General of UNCTAD, the Executive Secretary of UNECE and the Executive Director of ITC shall make the necessary arrangements to ensure satisfactory implementation of the MOU.
2. The Parties will collaborate to implement trade facilitation related capacity-building, technical assistance, outreach and support as outlined in Articles I and II above.
3. In order to implement any specific joint projects undertaken within this MOU, the Parties shall conclude additional separate agreements, which shall outline the activities agreed upon within the projects, along with the responsibilities of each Party, including costs and expenses and how they are to be borne by the Parties. Each joint project will have a “Leading Party” who will ensure its overall management and coordination.

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<sup>1</sup>UNCTAD, UNECE and ITC, as well as the WTO, are members of UN Inter-Agency Cluster since its launch in 2008. See [http://unctad.org/en/Pages/TC/TC\\_United-Nations-Inter-Agency-Cluster.aspx](http://unctad.org/en/Pages/TC/TC_United-Nations-Inter-Agency-Cluster.aspx)

4. Each Party having the responsibility to organize an agreed activity under this MOU shall apply its own administrative and financial regulations and comply with its own practices.

#### **Article IV**      **Scope of this MOU**

1. No provision of this MOU shall be construed as interfering in any way with the respective decision-making processes of UNCTAD, UNECE and ITC with regard to their own respective affairs and operations.

2. This MOU does not represent a commitment of funds on the part of UNCTAD, UNECE or ITC. No Party shall have the authority to act on behalf of, or be liable for the acts of any other Party or bind any other Party in any way.

3. Nothing in or relating to this MOU shall constitute nor imply the waiver, explicit or implicit, by the UNCTAD, UNECE or ITC of any of their privileges and immunities.

#### **Article V**      **Amendment**

This MOU may be amended by mutual written agreement of the Parties. Unless otherwise agreed, amendments may apply only to agreed activities and joint projects which have not yet been implemented. Amendments to the present MOU will become an integral part thereof.

#### **Article VI**      **Consultations**

1. Each Party shall accept to enter promptly into consultations at the request of the other Party with respect to any matter arising in relation to this MOU.

2. The Contact Persons for the Parties for the purposes of this MOU at the time of signature are listed below. A Party may change its Contact Person through written notification to the other Parties at any time:

For ITC:  
Rajesh Aggarwal,  
Chief, Business and Trade Policy Section  
ITC  
Palais des Nations  
1211 Geneva 10.

For UNCTAD:  
Jan Hoffmann  
Chief, Trade Facilitation Section  
Trade Logistics Branch, Division of Technology and Logistics  
UNCTAD  
Palais des Nations  
1211 Geneva 10

For UNECE:  
Tom Butterly  
Deputy Director, Economic Cooperation and Trade Division  
UNECE

3. The Contact Persons shall meet as necessary to review the areas of cooperation and agreed activities and joint projects (if any) and to exchange views and report on accomplishments with regard to this MOU and will establish annual plans for activities to be undertaken (which may be amended at any time during the year as circumstances evolve).

**Article VII Settlement of Disputes**

Any dispute arising out of this MOU shall be resolved in good faith by direct negotiations between the Parties. Where no definitive resolution can be reached within sixty (60) days from the date any Party has notified the other Parties of the nature of the dispute, the Parties shall refer the matter to the Secretary-General of the United Nations or another senior official designated by him, whose decision shall be accepted by the Parties as the final and binding resolution of the matter.

**Article VIII Entry into Force and Duration**

1. This MOU shall become effective upon signature by the Parties and remain in force until 31 December 2018, on the understanding that the MOU may be extended through written agreement of the Parties.

2. Any Party is at liberty to terminate their participation in this MOU at any time, after furnishing to the other Parties a written notice of termination six (6) months in advance of the date on which the Party furnishing such notice wishes to end their participation in the MOU. Without prejudice to the foregoing, steps shall be taken to ensure that termination of participation in this MOU shall not be prejudicial to any agreed activities or joint projects undertaken within the framework of the MOU or to the completion of tasks for which binding obligations exist.

**IN WITNESS HEREOF**, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this MOU in three (3) originals in English at the place and on the day below written.

At Geneva, on

For and on behalf of the  
International Trade Centre:

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Arancha González  
Executive Director  
ITC

At Geneva, on

For and on behalf of the  
United Nations Conference  
on Trade  
and Development:

.....  
Mukhisa Kituyi  
Secretary-General  
UNCTAD

At Geneva, on

For and on behalf of  
the United Nations  
Economic  
Commission for  
Europe:

.....  
Christian Friis Bach  
Executive Secretary  
UNECE