

WORLD CUSTOMS ORGANIZATION
ORGANISATION MONDIALE DES DOUANES



International
Trademark
Association

MEMORANDUM OF UNDERSTANDING

BETWEEN

The World Customs Organization, located at rue du Marché 30, 1210 Brussels, Belgium (hereinafter the "WCO"), represented by the Secretary General, Mr. Kunio MIKURIYA,

Of the one part,

AND

The International Trademark Association, located at 655 Third Avenue, 10th Floor, New York, NY, 10017, USA (hereinafter "INTA")

Of the other part,

Hereinafter referred to collectively as "the Parties" or individually as "the Party".

PREAMBLE

Recognizing that

- counterfeiting is a scourge which threatens consumer health and safety and is detrimental to the economic, social and fiscal interests and the security of States;
- continued globalization of the physical and virtual marketplace positively impacts global commerce, but also presents increasing challenges for companies and governments to combat counterfeiting;
- an effective fight against counterfeiting and piracy is underpinned by strong partnership between Customs administrations and the private sector;
- Customs capacity building, particularly by means of training, the introduction of appropriate operational tools and co-operation with the private sector so as to control less in order to control better, is one of the pillars of an effective fight against counterfeiting and piracy;

Considering that

- the WCO, the sole intergovernmental organization specialized in Customs matters, is now recognized as the spokesperson for the international Customs community;
- the WCO is well known for its work in setting global Customs standards, simplifying and harmonizing Customs systems, ensuring supply chain security, facilitating trade, fighting fraud, counterfeiting and piracy, ensuring public-private partnerships and promoting ethics and sustainable Customs capacity building;

- the WCO has developed a joint Customs/business training programme on fighting counterfeiting and piracy;
- at the time of the Cotonou Declaration in June 2010, which seeks to guarantee access to genuine medicines in Africa, the WCO introduced a permanent training tool to facilitate communication between Customs administrations and Right Holders (Interface Public-Members, hereinafter "IPM");
- INTA is the largest trademark association in the world with over 6,000 members in 190 countries dedicated to supporting trademarks and related intellectual property in order to protect consumers and to promote fair and effective commerce;
- A key component of INTA's global anticounterfeiting efforts is a focus on advocating for and building strong Customs and border enforcement and policies as a critical factor in combatting counterfeiting;
- INTA's expansive network of members around the world and the WCO's international member network of Customs administrations present a unique opportunity to increase collaboration between the private sector and Customs agencies worldwide;

Therefore, the objectives of the WCO and INTA partnership are to:

- advance efforts to strengthen Customs coordination efforts and education of Customs officials worldwide through joint projects, and the exchange of information and best practices between Customs and the private sector;
- identify and, when appropriate, collaborate to address new and ongoing challenges to effective border enforcement; and
- develop communication channels to educate the public about the harms of counterfeiting.

The Parties have agreed as follows:

Article 1. Purpose

The Parties hereby establish a partnership for co-operation in fighting counterfeiting which will set out each Party's overall commitments in their respective fields.

The partnership seeks to provide for joint actions and, in particular, to propose innovative approaches to complement those already implemented by the Parties.

Article 2. Objectives

This partnership may be supported by (but not necessarily limited to) the following measures:

1. Informing INTA members about IPM

INTA shall provide opportunities for the WCO to inform its members about IPM through channels such as website, publications/newsletters, at training and other events organized by INTA. INTA will not be required under the MOU to promote the use of IPM to its members.

2. Organizing training sessions for field Customs officers



The Parties shall assist each other in organizing Customs training courses. Assistance can include providing substantive input in training session program, providing expert speakers from either Party to deliver presentations, or promoting events to each other's members.

3. Awareness-raising about the impact of counterfeiting

The Parties shall explore opportunities to jointly develop messages on the impact of counterfeiting and to raise awareness of the impact of counterfeiting, including collaboration on INTA's Unreal Campaign in target regions such as Latin America.

4. Extending reciprocity and holding joint events

The Parties shall invite each other to meetings of common interest in the framework of this Memorandum of Understanding.

The Parties also shall explore opportunities to hold joint events in targeted regions or countries.

5. Communicating about the partnership

The Parties agree to ensure that their members are informed of their respective activities by means of their own communication media.

The Parties also agree to cite one another in communications through the general media about their joint activities.

Article 3. Implementation

The Parties shall define the respective roles and conditions applicable to the implementation of each measure set out in Article 2 through the creation of a work plan in accordance with their respective objectives, functions, policies and internal procedures, within the limits of the resources available.

The Parties shall nominate an official spokesperson to centralize and facilitate communication and decision-making.

Article 4. Dispute resolution

This Memorandum of Understanding is an expression of mutual good faith and is not intended to create legally binding obligations for either Party. It does not oblige either Party to support or engage in a specific activity or project.

Any dispute over the interpretation or application of this Memorandum of Understanding shall be resolved by mutual agreement of the Parties.

Article 5. Duration

This Memorandum of Understanding shall enter into force on the date of its signature by the Parties for three (3) years, extendable for periods of the same duration subject to prior consideration by the Parties.

It may be terminated at any time either by the mutual consent of the Parties, or unilaterally by means of a one (1) month's notice given by registered post. The provisions of this Memorandum of Understanding may, where applicable, remain in force after the date of termination or until existing activities have been completed.

Article 6. Final provisions

This Memorandum of Understanding may be amended subject to notification by one Party with the agreement of the other.

No part of this Memorandum of Understanding or the actions arising here from may be deemed to constitute a relinquishment of the privileges, immunities, waivers and facilities enjoyed by the Parties or their staff under international law.

No part of this Memorandum of Understanding may be construed as an exclusive commitment for the other Party.

No provision of this Memorandum of Understanding and none of the actions arising here from shall be construed in such a way as to compromise the autonomy and independence of the Parties' decision-making procedure in connection with their respective business and activities.


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In witness whereof, the Parties have concluded this Memorandum of Understanding by duly affixing their signatures on two originals, both in English.

Signed at WCO Headquarters, Brussels Belgium on 14 July 2014.

For the WCO



Kunio MIKURIYA
Secretary General

For INTA



Etienne Sanz de Acedo
INTA CEO