

Memorandum of Understanding

Between

Department of Customs & Inland Revenue



And

**The Vanuatu Customs Brokers and
Forwarders Association**



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This Memorandum of Understanding is concluded between the DEPARTMENT OF CUSTOMS & INLAND REVENUE (hereinafter DCIR) and VANUATU CUSTOMS BROKERS & FORWARDERS ASSOCIATION (hereinafter VCBFA)

The DCIR and VCBFA may also be individually referred to as "Party" or collectively as "Parties"

HAVING REGARD to the Revised Kyoto Convention on the simplification and harmonisation of Customs procedures and the World Trade Organisation Trade Facilitation Agreement, and the Revised Arusha Declaration that mutually benefit customs and trade,

HAVING FURTHER REGARD to the work of VCBFA in promoting the role of customs brokers and freight forwarders, its representation of customs brokers interests and its commitment to the development of broker education and training,

EMPHASISING that DCIR – business partnerships are crucial for managing and supporting the movement of goods and people over Vanuatu's borders, and that customs brokers play a critical role in the movement of goods across our borders,

RECOGNISING that communication with and training of customs brokers and their clients are the cornerstones of building a private sector which 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 with their associated costs and benefits,

AWARE that inclusion in customs reform and capacity building initiatives can benefit both parties,

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

HAVE AGREED as follows:

Article I



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General Cooperation

- 1.1 The Parties agree to strengthen cooperation and endeavour to identify operational arrangements that will improve trade facilitation and risk management.
- 1.2 The Parties will promote the relationship between the Parties as a positive initiative for improved service to VCFBA clients.
- 1.3 The Parties may consult each other, through regular meetings to be held at least quarterly, with each Party responsible for hosting and convening the meetings on an alternate basis.
- 1.4 The Parties may consult each other on an as needed basis outside scheduled meetings on matters of common interest for the purposes of achieving the aims of this MOU.
- 1.5 The Parties agree that confidentiality of all information exchanged is maintained and only publicly disclosed through the mutual agreement of the Parties.
- 1.6 The VCBFA is recognised as the peak body representing customs brokers and freight forwarders in Vanuatu and all formal communication between customs and customs brokers will be through the VCBFA.
- 1.7 Customs recognises the Constitution of the Vanuatu Customs Brokers and Forwarders Association, and that only those who are licensed by Customs may be members of the Association.

Article II

Responsibilities and Obligations of DCIR

- 2.1 Customs is responsible for the control of goods and people across the Vanuatu border.
- 2.2 Customs employs risk management to identify consignments and travellers of high risk so that those not so identified are facilitated.
- 2.3 Customs will develop policies and procedures consistent with obligations identified in the Revised Kyoto Convention on the simplification and harmonisation of customs procedures and the WTO Trade Facilitation Agreement.
- 2.4 Customs will communicate modernisation and reform initiatives as they are implemented with the VCBFA, directly and through publication on the DCIR website.



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- 2.5 Customs will treat all members of the VCBFA and their clients with respect, equity honesty and confidentiality.
- 2.6 Wherever possible Customs will consult with the VCBFA prior to the implementation of new procedures or controls to ensure the needs of the trading community are properly considered.
- 2.7 When deemed necessary, Customs will provide training, workshops and information sessions to assist the VCBFA in performing their duties according to legal and procedural requirements.

Article 3

Responsibilities and Obligations of VBCFA

- 3.1 Customs brokers are responsible for fulfilling their legal obligations within the Customs legislation, and their licence conditions.
- 3.2 Customs brokers will only provide advice to their clients which is consistent with customs laws and procedures.
- 33 To the best of their ability, the VBCFA members will provide accurate information on all import, export declarations and other customs transactions.
- 34 The VBCFA will provide honest feedback on the performance of customs in relation to client service with a view of improving facilitation rates.
- 3.5 Consistent with providing accurate information, the VBCFA members will advise customs of transactions they consider of risk, and other activities of clients they consider suspicious.
- 3.6 Where required customs brokers will provide support to national trade facilitation initiatives, and to consultants collecting data on trade facilitation matters.
- 3.7 Customs brokers will maintain security of their ASYCUDA log-in codes consistent with the MOA.

Article 4

Miscellaneous

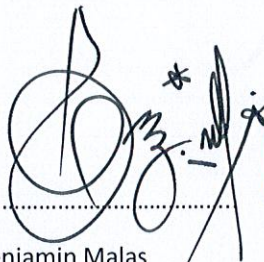
- 4.1 Notwithstanding any provisions to the contrary in this MOU, this MOU constitutes an expression of mutual good faith and is not intended to create legally binding obligations on either party.
- 4.2 Nothing in this MOU shall be construed as creating a joint venture, or an exclusive commitment for either party.





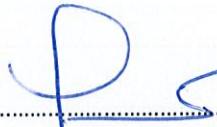
- 4.3 Any disputes between the Parties arising out of the interpretation, application or implementation of the provisions of this MOU shall be settled amicably through consultation between the parties.
- 4.4 This MOU shall enter into force on the date of its signature by both Parties.
- 4.5 This MOU shall be reviewed upon the request of either the Deputy Director Customs, or the President of VCBFA and may be amended by mutual agreement in writing.

In Witness whereof, the undersigned, being duly authorised thereto by their respective administrations, have signed this MOU.



Mr. Benjamin Malas
Director
Customs and Inland Revenue

Date 10/03/2017



Mr. Gabriel Gauchet
President
Vanuatu Customs Brokers and
Forwarders Association.

Date 10/03/17



