

CONTRACT

Between

THE WORLD CUSTOMS ORGANIZATION¹

And

The Ministry of Finance of the Republic of Kazakhstan

“Use of the WCO’s e-Learning Programme
in the World Customs Organization Regional Training Centre
in Astana City, for internal use”

BETWEEN:

THE WORLD CUSTOMS ORGANIZATION (hereinafter referred to as “the **WCO**”),
which has its Headquarters at 30 rue du Marché, 1210 Brussels – Belgium

Represented by Deputy Secretary General, Sergio Mujica, duly empowered to sign,

AND

THE MINISTRY OF FINANCE OF THE REPUBLIC OF KAZAKHSTAN

Represented by the Regional Training Centre in Astana City

(hereinafter referred to as “the **Administration**”),

also collectively referred to hereinafter as “the **Parties**”, or individually as the “**Party**”.

RECOGNIZING that the dissemination of information and training is essential for the uniform application of conventions, recommendations and other international Customs provisions;

RECOGNIZING that the widespread distribution and the flexible and durable management of the WCO’s very high quality training will make a significant contribution towards meeting the growing needs of Customs services in this area;

¹ Established in 1952 as the Customs Co-operation Council.

CONSIDERING THAT:

- A. the WCO has developed a distance learning facility called the “e-Learning Programme”, as defined below;
- B. the Administration wishes to use this distance learning facility in order to distribute it to Users as defined below;
- C. the WCO will be making the training available on line or in electronic format.

CONSEQUENTLY, in the light of the reciprocal undertakings contained in this Contract, the Parties have agreed as follows:

ARTICLE 1 – DEFINITIONS

- 1.1. In this Contract, “**e-Learning Programme**” refers to the entire distance learning facility covering Customs topics developed and owned by the WCO. The training thus developed is intended for the Customs community of Member administrations.
- 1.2. For the purposes of this Contract, “**Product**” means the WCO e-Learning Programme in a form intended for use by the officials and officers of the Administration.

The Product consists of:

- (a) e-learning modules, available in different languages as listed in Annex A, “Description of the Product”, and any new module which may be developed by the WCO; and
 - (b) any documents and documentary sources attached thereto.
- 1.3. In this Contract, the term “**User**” covers only the officials and officers of the Administration being asked to use the Product, to the exclusion of all others.
 - 1.4. In this Contract, “**Internal Use**” covers the use of the Product by the Users exclusively for their personal use and in the context of their training within the Administration.
 - 1.5. For the purposes of this Contract, “**Restricted Mode of Access**” means any TCP/IP type mode of communication by computer network, via the Internet or via an intranet or an extranet, provided that access to the site is restricted solely to Users by means of secure access and User identification systems.

ARTICLE 2 – SUBJECT OF THE CONTRACT

Pursuant to this Contract, the WCO grants the Administration the non-exclusive and non-transferable right to use the Product.

ARTICLE 3 – DURATION

This Contract shall be concluded between the WCO and the Administration for an indefinite period (hereinafter referred to as “the **Duration**”), taking effect from the date on which this Contract is signed and ending in the event of termination by either Party under the conditions laid down in Articles 7.1 to 7.4.

ARTICLE 4 – TERMS OF IMPLEMENTATION OF THE CONTRACT

- 4.1 In accordance with the terms and conditions of this Contract and for the purposes of making the Product available to Users, the WCO undertakes to give the Administration access to the Product on line or in electronic format, and to provide a maintenance service for the Product for the Duration of the Contract.
- 4.2 The Administration undertakes to ensure that the Product will be made available to Users only via a Restricted Mode of Access and for Internal Use, exclusively for the Duration of this Contract.
- 4.3 The Administration also undertakes to bring to the Users' notice the tenor of the limitations on the use of the Product which are provided for in this Contract. At all events, the Administration shall be answerable for the Users' compliance with the limitations on the use of the Product provided for in this Contract.
- 4.4 The prior written permission of the WCO is required for any use of the Product other than that expressly authorized by the terms of this Contract

ARTICLE 5 – AMENDMENTS MADE TO THE PRODUCT

- 5.1 The WCO reserves the right to amend the Product at its discretion. To this end, the WCO undertakes to supply to the Administration, as promptly as possible, any relevant updates made to the Product for the Duration of this Contract. The WCO shall, moreover, make all reasonable efforts to replace the defective electronic media or files previously supplied by it.
- 5.2 The Administration shall not modify, adapt, decompile or disassemble the form or the structure of the Product without prior written authorization of the WCO. The Administration is, however, authorized, for practical reasons, to adapt its contents (such as exercises, examples, case studies) slightly, and to add elements in order to accommodate the national and/or regional realities of the Administration, provided that it obtains the WCO's prior written permission for each change. To this end, the Administration also undertakes to ensure compliance with the following conditions:
 - (a) it shall transmit the exact tenor of the changes before incorporating them in the Product;
 - (b) it shall provide the WCO with a copy of the Product as promptly as possible;
 - (c) it shall take due account of such observations as may be addressed to it by the WCO with regard to any errors or inconsistencies which might appear in the Product.; and
 - (d) it shall guarantee the consistency and accuracy of the final result as modified.
- 5.3 The WCO undertakes to communicate to the Administration any adaptations developed by other Member administrations which, in the WCO's estimation, would meet the Administration's training needs. The Administration also authorizes the WCO to use any such adaptations or additions without any restriction, and in particular to forward or communicate those adaptations or additions to other Member administrations.

- 5.4 As soon as a new version (update, review) of the Product is sent to the Administration by the WCO, the Administration shall use and exploit only that new version and shall immediately cease all use of the previous version. It is agreed that this obligation which is imposed on the Administration constitutes a fundamental provision of this Contract, the objective being to ensure that the Product is used in a manner which complies with the WCO's training policy.

ARTICLE 6 – LIABILITY

- 6.1 The Administration shall be solely and exclusively liable to the Users for making the Product available, and for updating it in accordance with information provided by the WCO.
- 6.2 Notwithstanding the WCO's right to make observations, the Administration shall bear sole liability, with the WCO being completely exonerated, in the event of any errors in the Product and/or complaints from Users.
- 6.3 Under no circumstances shall the WCO be held liable for any direct, indirect, collateral or special damage (such as, without limitation, loss of data, interruption of activities or complaints from Users) suffered by the Administration or by any User as a result of the use of the Product, through negligence, improper use or any other cause, even if it had been advised of the possibility that loss or damage could occur.
- 6.4 The WCO does not give any explicit, implicit or statutory warranty with respect to the Product including, without limitation: warranty regarding the results obtained through use of the Product, warranty that the Product shall be error-free, warranty that any or all failings, defects and errors shall be corrected, warranty that the Product will meet the Administration's requirements, and warranty that the Product will function with the hardware selected by the Administration.

ARTICLE 7 – TERMINATION

- 7.1 The Contract may be terminated by either Party, at any time, subject to a period of notice of at least three (3) months starting from receipt of a notification sent by registered letter prior to the actual end of contractual relations.
- 7.2 This Contract may also be terminated without notice and without indemnity, by written notification sent by one of the Parties to the other, by registered letter (with acknowledgement of receipt), if the other Party has substantially infringed the clauses of this Contract and does not take remedial measures within a period of fifteen (15) working days after receiving written notification from the Party not at fault.
- 7.3 The Party affected by the failure of the other Party to meet its obligation as a result of *Force Majeure* may terminate the Contract in accordance with the procedures set out in Article 8.6.
- 7.4 The Administration shall immediately cease all use and/or exploitation of the Product as soon as this Contract is terminated for any reason whatsoever. Moreover, within fifteen (15) calendar days of the rescission, the Administration undertakes to:
- (i) return to the WCO the original electronic media and any other media or document which the WCO has made available to it under this Contract;

- (ii) destroy all the copies in its possession;
- (iii) certify in writing that it has not kept any copies, on any media whatsoever, of electronic files or any other file that it has received from the WCO under this Contract.

ARTICLE 8 – FORCE MAJEURE

- 8.1 Any unforeseeable and unavoidable event occurring after the date of signature of this Contract and preventing the execution of this Contract, in whole or in part, by either Party, shall be considered to be “**Force Majeure**”.
- 8.2 In the event of such an occurrence, the Party which has been prevented from performing its obligations and is claiming *Force Majeure* shall be obliged to inform the other Party thereof immediately, in writing, by registered letter (with acknowledgement of receipt), setting out the reasons preventing it from performing its obligations under this Contract.
- 8.3 In the event of *Force Majeure*, the execution of the obligations of the Parties under this Contract shall be suspended for the duration of the delay caused by the *Force Majeure* and the period of execution will be automatically extended, without any penalty, for a period of equivalent length to that initially laid down.
- 8.4 During this period of suspension, the Party claiming *Force Majeure* shall take all necessary measures to put an end to the act or event impeding this execution or, if unable to do so, to mitigate its impact. The Parties also agree that the costs incurred shall be covered by the Party claiming *Force Majeure*.
- 8.5 In the event of *Force Majeure*, the Parties shall consult one another as quickly as possible in order to adopt provisions better adapted to their situation.
- 8.6 If the conditions constituting *Force Majeure* extend beyond twenty (20) calendar days and the Parties have been unable to reach a solution adapted to their situation, the Party affected by the failure of the other Party to meet its obligation as a result of *Force Majeure* will be entitled to terminate this Contract.

ARTICLE 9 – INTELLECTUAL PROPERTY

- 9.1 The Administration recognizes that the WCO has sole ownership of all the Intellectual Property Rights (such as copyright, database producer’s rights, trademarks, trade secrets, patents, and any other form of intellectual or industrial property rights, hereinafter collectively referred to as “**Intellectual Property Rights**”) to the Product or has, where required, received the necessary authorizations from the owners of the Intellectual Property Rights to the Product.
- 9.2 The Administration recognizes that it is not, and does not become, the owner of the WCO’s and/or the respective rights holders’ Intellectual Property Rights to the Product, and that this Contract does not bring about any transfer to the Administration of the Intellectual Property Rights to the Product. The Administration undertakes to respect all the Intellectual Property Rights of the WCO and of the third-party rights holders.

- 9.3 The Administration undertakes to inform the WCO without delay of any infringement of the WCO's Intellectual Property Rights, or any presumption of infringement which might come to its notice.
- 9.4 The Administration shall neither delete nor amend any note relating to copyright or other property rights which appears in the Product.

ARTICLE 10 – CONFIDENTIALITY

- 10.1 The terms and conditions of this Contract, and any other information provided to the Administration concerning the installation and use of the Product, must not be divulged to a third party without the prior written consent of the WCO. This confidentiality obligation shall apply for the Duration of this Contract. The Administration shall, moreover, use the best available technologies to control access to the pages on its server, in order to avoid unauthorized access.
- 10.2 The WCO is permitted to ask the Administration for whatever information it may need in order to check that the Administration is complying fully with the terms of this Contract. The Administration undertakes to respond in full to the WCO's request within one (1) month of the date when it was notified by the WCO of the request. All information collected by the WCO by this means shall be regarded as confidential and shall be used by the WCO solely for the purpose of checking that the Administration is complying with its obligations under this Contract.

ARTICLE 11 – AMENDMENT

This Contract and its Annexes constitute the entirety of the undertakings entered into by the Parties and cannot be modified, amended or replaced, except by a new written Contract signed by the two Parties.

ARTICLE 12 – NON-WAIVER

If one or other Party does not insist upon its rights where the other Party has failed to honour one of the obligations set forth in this Contract, this shall not be interpreted for the future as renouncing the right to require compliance with the obligation infringed against.

ARTICLE 13 – PARTIAL INVALIDITY

If any stipulation in this Contract is found to be invalid under a rule of law currently in force or a final judicial ruling, it shall be deemed not to form part of this Contract, but the force and scope of the remaining stipulations shall not be affected in any way whatsoever.

ARTICLE 14 – COMMUNICATION AND NOTIFICATION

- 14.1 Any communication relating to this Contract shall be in English or in French. The Product and any modifications to be made to it shall be supplied by the WCO to the Administration in English and/or in French.
- 14.2 Any notification relating to this Contract shall be communicated in writing as follows:

WORLD CUSTOMS ORGANIZATION

30 rue du Marché,
1210 - BRUSSELS - BELGIUM

For the attention of: Mr. Sergio Mujica, Deputy Secretary General

For the Administration:

The Regional Training Centre
Beybeetshilik Street,
010000 Astana
Kazakhstan

For the attention of: Mr. Bolat Ibragimov, The Head of RTC

ARTICLE 15 – SETTLEMENT OF DISPUTES

Any dispute between the Parties regarding the interpretation and/or fulfilment of this Contract shall, if it cannot be settled amicably within thirty (30) days from the date of notification of the dispute, be settled in accordance with the procedure laid down in Part I of Customs Co-operation Council Decision XXXIII, a copy of which is appended in Annex B hereto.

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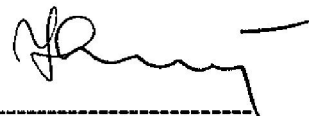
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Done at Brussels on 26 October 2010, in two original copies,
one of which is intended for each Party.



For the World Customs Organization,
By: Sergio Mujica,
Deputy Secretary General.



For the Administration,
By: Kozy-Korpesh Karbuzov,
Chairman of the Customs
Control Committee of the Ministry of
Finance of the Republic of Kazakhstan.

Annex A

Description of the Product

As the Product is constantly being improved, the following list is not exhaustive.

Subject	Title	Description	Duration (min.)	Available languages		
				EN	FR	SP
Intellectual Property Rights	The fake goods phenomenon and its consequences	Explain the concept of counterfeiting and state the diversity and importance of related trafficking, as well its economic outcome.	90	X	X	X
	Course - the TRIPS Agreement	The legal framework: the TRIPS Agreement.	65	X	X	X
	Air Freight - Level 1	Targeting counterfeit goods in air freight	60	X	X	
	Air Freight - Level 2	Targeting counterfeit goods in air freight	60	X	X	
	Air Freight - Level 3	Targeting counterfeit goods in air freight	60	X	X	
	Sea Freight - Level 1	Targeting counterfeit goods in sea freight	60	X	X	
	Sea Freight - Level 2	Targeting counterfeit goods in sea freight	60	X	X	
Customs Valuation	Course - Customs valuation, general principles	Understand the concept of Customs valuation and the foundations and structure of the WTO Agreement.	95	X	X	X
	Quiz - Customs valuation, general principles	Understand the concept of Customs valuation and the foundations and structure of the WTO Agreement.	20	X	X	X
	Course - First method (Article 1)	Become familiar with and understand the concept of transaction value, i.e. how to determine the price actually paid or payable.	90	X	X	X
	Course - First method (Article 8)	Become familiar with the various elements which must be added to the price actually paid or payable as well as those that Members may choose to include or exclude.	80	X	X	X
	Quiz - First method of valuation	Become familiar with and understand the concept of transaction value, i.e. how to determine the price actually paid or payable.	20	X	X	X
	Course - Transaction value of identical or similar goods	Be familiar with the principles for applying the second and third valuation methods.	70	X	X	X
	Quiz - Transaction value of identical or similar goods	Be familiar with the principles for applying the second and third valuation methods.	20	X	X	X
	Course - Deductive value method	Understand the principles set out in Article 4. Know how to apply the valuation method described in Article 5 of the Agreement.	70	X	X	X
	Quiz - Deductive value method	Understand the principles set out in Article 4. Know how to apply the valuation method described in Article 5 of the Agreement.	20	X	X	X
	Course - Valuation using the computed value method	Know how to apply the method described in Article 6 of the Agreement.	70	X	X	X
	Quiz - Valuation using the computed value method	Know how to apply the method described in Article 6 of the Agreement.	20	X	X	X
	Course - The fallback method of valuation	Know how to apply the fallback method of valuation.	95	X	X	X
	Quiz - The fallback method of valuation	Know how to apply the fallback method of valuation.	20	X	X	X

Subject	Title	Description	Duration (min.)	Available languages		
				EN	FR	SP
	Course - General Articles (Articles 9 to 17)	Understand the general rules relating to the application of Articles 9 to 17 of the Agreement.	70	X	X	X
	Quiz - General Articles (Articles 9 to 17)	Understand the general rules relating to the application of Articles 9 to 17 of the Agreement.	20	X	X	X
	Course - Implementation and administration of the Agreement	Be familiar with the role of the WTO Valuation Committee and the WCO Technical Committee on Customs Valuation. Understand the rules that administrations of countries which are signatories to the Agreement must follow.	95	X	X	X
	Quiz - Implementation and administration of the Agreement	Be familiar with the role of the WTO Valuation Committee and the WCO Technical Committee on Customs Valuation. Understand the rules that administrations of countries which are signatories to the Agreement must follow.	20	X	X	X
	Course - WTO Valuation Committee decisions and instruments of the WCO Technical Committee on Customs Valuation	Understand the decisions of the WTO Committee on Customs Valuation and the instruments of the Technical Committee on Customs Valuation relating to the Agreement.	70	X	X	X
	Quiz - WTO Valuation Committee decisions and instruments of the WCO Technical Committee on Customs Valuation	Understand the decisions of the WTO Committee on Customs Valuation and the instruments of the Technical Committee on Customs Valuation relating to the Agreement.	20	X	X	X
	Investigation into the BON CAFE company	Practical case of valuation post clearance audit	60	X	X	X
	Investigation into the MAREA company	Practical case of valuation post clearance audit	60	X	X	X
	Investigation into the DAVED company	Practical case of valuation post clearance audit	60	X	X	X
	Investigation into the ROBERT company	Practical case of valuation post clearance audit	90	X	X	X
	Investigation into the OPTICA company	Practical case of valuation post clearance audit	60	X	X	X
	Investigation into the METRIC TECHNOLOGY BELGIUM company	Practical case of valuation post clearance audit	90	X	X	X
	Transfer pricing - Introduction	This module gives you sufficient knowledge to understand Transfer Pricing and helps you identify the scale of the economic stakes.	80	X	X	
	OECD Transfer Pricing Guidelines	Learn about associated enterprises, understand the importance of comparability analysis and the arm's length principle.	90	X	X	
	Transfer Pricing methods	Learn how they work, when to use them and their strengths & weaknesses	90	X	X	
	Customs Valuation and Transfer Pricing: a comparison	Comparative studies of Customs valuation and transfer pricing methods	80	X	X	
Harmonized System	General Introduction to the Harmonized System - Course	Understanding the importance and principles of the HS Nomenclature	105	X	X	X
	General Introduction to the Harmonized System - Quiz	Understanding the importance and principles of the HS Nomenclature	60	X	X	X
	Section I: Chapters 1 to 5 -	Live animals; animal products	65	X	X	X

Subject	Title	Description	Duration (min.)	Available languages		
				EN	FR	SP
	Course					
	Section I: Chapters 1 to 5- Quiz	Live animals; animal products	30	X	X	X
	Section II: Chapters 6 to 14 - Course	Vegetable products	65	X	X	X
	Section II: Chapters 6 to 14 - Quiz	Vegetable products	30	X	X	X
	Section III: Chapter 15- Course	Animal or vegetable fats and oils and their derivatives; prepared edible fats; animal or vegetable waxes	30	X	X	X
	Section III: Chapter 15 - Quiz	Animal or vegetable fats and oils and their derivatives; prepared edible fats; animal or vegetable waxes	10	X	X	X
	Section IV: Chapters 16 to 24 - Course	Edible preparations; beverages, spirits and tobacco	65	X	X	X
	Section IV: Chapters 16 to 24 - Quiz	Edible preparations; beverages, spirits and tobacco	30	X	X	X
	Section V: Chapters 25 to 27 - Course	Mineral products	45	X	X	X
	Section V: Chapters 25 to 27 - Quiz	Mineral products	30	X	X	X
	Section VI: General presentation (Chapters 28 to 38) - Course	Chemical products: general presentation	45	X	X	X
	Section VI: General presentation (Chapters 28 to 38) - Quiz	Chemical products: general presentation	30	X	X	X
	Section VI: Chapter 28 - Course	Inorganic chemicals	65	X	X	X
	Section VI: Chapter 28 - Quiz	Inorganic chemicals	30	X	X	X
	Section VI: Chapter 29 - Course	Organic chemicals	65	X	X	X
	Section VI: Chapter 29 - Quiz	Organic chemicals	30	X	X	X
	Section VI: Chapters 30 to 38 - Course	Other chemicals	65	X	X	X
	Section VI: Chapters 30 to 38 - Quiz	Other chemicals	30	X	X	X
	Section VII - General presentation (Chapters 39 and 40) - Course	Plastics and rubber: general presentation	45	X	X	X
	Section VII: Chapter 39 - Course	Plastics and rubber: general presentation	45	X	X	X
	Section VII: Chapter 39 - Quiz	Plastics and articles thereof	30	X	X	X
	Section VII: Chapter 40 - Course	Plastics and articles thereof	45	X	X	X
	Section VII: General presentation (Chapters 39 and 40) - Quiz	Rubber and articles thereof	30	X	X	X
	Section VII: Chapter 40 - Quiz	Rubber and articles thereof	30	X	X	X
	Section VIII: Chapters 41 to 43 - Course	Raw hides and skins, leather, furskins; articles of animal gut (other than silk-worm gut)	45	X	X	X
	Section VIII: Chapters 41 to 43 - Quiz	Raw hides and skins, leather, furskins; articles of animal gut (other than silk-worm gut)	30	X	X	X

Subject	Title	Description	Duration (min.)	Available languages		
				EN	FR	SP
	Section IX: Chapters 44 to 46 - Course	Wood and articles of wood; wood charcoal; cork; manufactures of straw, of esparto or of other plaiting materials; basketware and wickerwork	45	X	X	X
	Section IX: Chapters 44 to 46 - Quiz	Wood and articles of wood; wood charcoal; cork; manufactures of straw, of esparto or of other plaiting materials; basketware and wickerwork	30	X	X	X
	Section X: Chapters 47 to 49 - Course	Pulp of wood; recovered (waste and scrap) paper or paperboard; paper	45	X	X	X
	Section X: Chapters 47 to 49 - Quiz	Pulp of wood; recovered (waste and scrap) paper or paperboard; paper	30	X	X	X
	Section XI: General presentation (Chapters 50 to 63) - Course	Textiles and textile articles: general presentation	65	X	X	X
	Section XI: General presentation (Chapters 50 to 63) - Quiz	Textiles and textile articles: general presentation	30	X	X	X
	Section XI: Chapters 50 to 55 - Course	Silk, wool, cotton, vegetable textile fibres, man-made filaments, man-made staple fibres	65	X	X	X
	Section XI: Chapters 50 to 55 - Quiz	Silk, wool, cotton, vegetable textile fibres, man-made filaments, man-made staple fibres	30	X	X	X
	Section XI: Chapters 56 to 59 - Course	Wadding; special woven fabrics; tufted textile fabrics; lace; tapestries	65	X	X	X
	Section XI: Chapters 56 to 59 - Quiz	Wadding; special woven fabrics; tufted textile fabrics; lace; tapestries	30	X	X	X
	Section XI: Chapters 60 to 63 - Course	Hosiery, clothing	65	X	X	X
	Section XI: Chapters 60 to 63 - Quiz	Hosiery, clothing	30	X	X	X
	Section XII: Chapters 64 to 67 - Course	Footwear, headgear, umbrellas, walking-sticks, whips; feathers; artificial flowers; articles of human hair	65	X	X	X
	Section XII: Chapters 64 to 67 - Quiz	Footwear, headgear, umbrellas, walking-sticks, whips; feathers; artificial flowers; articles of human hair	30	X	X	X
	Section XIII: Chapters 68 to 70 - Course	Articles of stone, cement, ceramic products and glass	45	X	X	X
	Section XIII: Chapters 68 to 70 - Quiz	Articles of stone, cement, ceramic products and glass	30	X	X	X
	Section XIV: Chapter 71 - Course	Pearls, stones, precious metals, imitation jewellery, coins	45	X	X	X
	Section XIV: Chapter 71 - Quiz	Pearls, precious metals, imitation jewellery, coins	30	X	X	X
	Section XV: General presentation (Chapters 72 to 83) - Course	Base metals and articles of base metal: general presentation	45	X	X	X
	Section XV: General presentation (Chapters 72 to 83) - Quiz	Base metals and articles of base metal: general presentation	30	X	X	X
	Section XV: Chapters 72 to 76 - Course	Cast iron, iron and steel, copper, nickel, aluminium	45	X	X	X
	Section XV: Chapters 72 to 76 - Quiz	Cast iron, iron and steel, copper, nickel,	30	X	X	X

Subject	Title	Description	Duration (min.)	Available languages		
				EN	FR	SP
	- Quiz	aluminium				
	Section XV: Chapters 78 to 83 - Course	Other metals	45	X	X	X
	Section XV: Chapters 78 to 83 - Quiz	Other metals	30	X	X	X
	Section XVI: General presentation (Chapters 84 and 85) - Course	Machinery and mechanical appliances; electrical equipment: general presentation	65	X	X	X
	Section XVI: General presentation (Chapters 84 and 85) - Quiz	Machinery and mechanical appliances; electrical equipment: general presentation	30	X	X	X
	Section XVI: Chapter 84 - Course	Nuclear reactors, boilers, machinery and mechanical appliances	65	X	X	X
	Section XVI: Chapter 84 - Quiz	Nuclear reactors, boilers, machinery and mechanical appliances	30	X	X	X
	Section XVI: Chapter 85 - Course	Electrical machinery and equipment and parts thereof	65	X	X	X
	Section XVI: Chapter 85 - Quiz	Electrical machinery and equipment and parts thereof	30	X	X	X
	Section XVII: Chapters 86 to 89 - Course	Transport equipment	45	X	X	X
	Section XVII: Chapters 86 to 89 - Quiz	Transport equipment	30	X	X	X
	Section XVIII: General presentation (Chapters 90 to 92) - Course	Precision instruments, clocks and watches, musical instruments: general presentation	65	X	X	X
	Section XVIII: General presentation (Chapters 90 to 92) - Quiz	Precision instruments, clocks and watches, musical instruments: general presentation	30	X	X	X
	Section XVIII: Chapter 90 - Course	Precision instruments	45	X	X	X
	Section XVIII: Chapter 90 - Quiz	Precision instruments	30	X	X	X
	Section XVIII: Chapters 91 and 92 - Course	Clocks and watches and musical instruments	45	X	X	X
	Section XVIII: Chapters 91 and 92 - Quiz	Clocks and watches and musical instruments	30	X	X	X
	Section XIX: Chapter 93 - Course	Arms and ammunition; parts and accessories thereof	30	X	X	X
	Section XIX: Chapter 93 - Quiz	Arms and ammunition; parts and accessories thereof	30	X	X	X
	Section XX: Chapters 94 to 96 - Course	Miscellaneous manufactured articles	65	X	X	
	Section XX: Chapters 94 to 96 - Quiz	Miscellaneous manufactured articles	30	X	X	
	Section XXI: Chapter 97 - Course	Works of art, collectors' pieces and antiques	30	X	X	
	Section XXI: Chapter 97 - Quiz	Works of art, collectors' pieces and antiques	30	X	X	
	Amendments to the HS 2007	Amendments to the 2007 version of the HS and search engine	90	X	X	X

Subject	Title	Description	Duration (min.)	Available languages		
				EN	FR	SP
Istanbul Convention	General Principles of the Conventions on Temporary Admission - Course	Awareness of the stakes and operation of the international conventions governing the use of the ATA Carnet	45	X	X	X
	General Principles of the Conventions on Temporary Admission - Quiz	Awareness of the stakes and operation of the international conventions governing the use of the ATA Carnet	30	X	X	X
	Goods eligible for temporary admission - Course	Illustrated list of examples of categories of goods which can be the subject of an ATA Carnet	45	X	X	X
	Goods eligible for temporary admission - Quiz	Illustrated list of examples of categories of goods which can be the subject of an ATA Ca	30	X	X	X
	The International Guaranteeing Chain - Course	Description of the operation of the international guaranteeing chain for ATA Carnets	40	X	X	X
	Using the ATA Carnet - Course	Description of the meaning and use modalities of the different parts of the document	100	X	X	X
	Using the ATA Carnet - Quiz	Description of the meaning and use modalities of the different parts of the document	30	X	X	X
	Using the CPD Carnet - Course	Description of the meaning and use modalities of the different parts of the document	90	X	X	X
	Using the CPD Carnet - Quiz	Description of the meaning and use modalities of the different parts of the document	30	X	X	X
CITES	The CITES Convention - Quiz	The CITES Convention - Quiz	15	X	X	
	The CITES Convention - Course	The CITES Convention - Course	60	X	X	
	Species concerned – Course	Species concerned - Course	60	X	X	
	Species concerned - Quiz	Species concerned - Quiz	20	X	X	
	Standard procedures and documents - Course	Discover the various CITES documents and learn when and how to use them.	90	X	X	
	Standard procedures and documents - Quiz	Assess your knowledge on CITES standard procedures and documents	20	X	X	
	Specific procedures and exemptions (animals) - Course	Specific procedures and exemptions for animals, required documents.	90	X	X	
	Specific procedures and exemptions (animals) - Quiz	Assessment of the lesson “Specific procedures and exemptions”	20	X	X	
	Specific procedures and exemptions (plants) - Course	Specific procedures and exemptions for plants, required documents.	90	X	X	
	Specific procedures and exemptions (plants) - Quiz	Assessment of the lesson “Specific procedures and exemptions”	15	X	X	
	Handling shipments - Course	Handling shipments - Course	90	X	X	
	Handling shipments - Quiz	Assessment about handling shipments	20	X	X	
Customs controls, risk assessment, profiling and selectivity	Supply chain security	Be familiar with methods and objectives of business-Customs agreements	65	X	X	X
	Commercial information and MOUs	Be familiar with the different possibilities of fraud committed through internal conspiracies during the supply chain process (fraudulent transport documents, high-risk consignments, diversion of goods, etc.)	65	X	X	X
	Risk management cycle	Be able to define the strategic elements to identify a sensitive operation and to set the risk	60	X	X	X

Subject	Title	Description	Duration (min.)	Available languages		
				EN	FR	SP
		management cycle methodology.				
	General and private aviation	Be familiar with the selection methods for light aircraft and know how to conduct a detailed search.	60	X	X	X
	Profiling air passengers	Be familiar with the different methods of gathering information to help identify a high-risk flight.	60	X	X	X
	Selectivity in passenger inspection	Understand the inspection process, the selection techniques and the principles of interviewing.	60	X	X	X
	Airline tickets	Be able to identify high-risk passengers by means of their airlines ticket(s).	60	X	X	X
	Post-seizure analysis	Know the objectives and methodology of post-seizure analysis.	60	X	X	X
	Selecting vessels for search	Know how to examine the manifests and bills of lading and be able to use risk assessment and profiling techniques to select high-risk vessels and sea freight to be controlled.	60	X	X	X
	Enforcement intelligence: signs and clusters	Be familiar with intelligence and information gathering to identify suspicious persons/vessels.	60	X	X	X
	Risk assessment: Concepts	Be familiar with the risk assessment challenges and methodology	60	X	X	X
	Targeting high-risk travellers	Be familiar with the criteria for targeting passengers and observational techniques.	60	X	X	X
	Passports	Be able to detect falsified and counterfeit passports.	60	X	X	X
	Commercial cargo profiling and selectivity	Understand the risk assessment criteria throughout the process for shipping goods by commercial cargo.	60	X	X	X
	Air cargo risk indicators	Be able to use air freight documents to assess fraud risks.	60	X	X	X
	Ocean containers risk indicators	Know how to select containers and how to inspect them.	60	X	X	X
	Profiling	Understand the Profiling / Selectivity concepts and methods	60	X	X	X
	Commercial aircraft	Be able to select the right aircraft to be subjected to a thorough search.	60	X	X	X
	Drugs-Body concealment	Know the means of body concealment and be able to detect them.	60	X	X	X
	Smuggling at land borders	Be capable to detect vehicles requiring a detailed inspection and know the main points to look out for.	60	X	X	X
WCO	Discover the WCO	Discover the WCO	120	X	X	
Integrity	Integrity	WCO integrity tools	180	X	X	X
Facilitation	The SAFE	Understand the general principles, the structure and the advantages of the WCO SAFE Framework of Standards. Presentation of the concept of Authorized Economic Operator.	150	X	X	
Origin	Introduction to Rules of origin	Understand the notion of origin, the different types of rules, their interest and the actors	60	X	X	

Annex B

CCC, Decision No. XXXIII, Part I

DECISION No. XXXIII

(November 1954)

HAVING REGARD to Article IX, Section 24, of the Annex to the Convention establishing the Customs Co-operation Council,

THE COUNCIL DECIDES to adopt the following modes of settlement of disputes arising out of contracts or other disputes of a private character to which the Council is a party and of disputes involving any official of the Council who by reason of his official position enjoys immunity, if immunity has not been waived in accordance with the provisions of Sections 19 and 21.

**I. Mode of settlement of disputes between the
Customs Co-operation Council and third persons
(other than its officials) arising out of contracts**

All contracts entered into by the Customs Co-operation Council shall carry an arbitration clause by which the Council and the other party to the contract undertake to refer any disputes regarding interpretation or fulfilment of the contract to an Arbitration Tribunal which shall reach its decision by application of law and without appeal.

The said arbitration clause shall be worded as follows:

1. Any claim or dispute arising out of this Agreement or its non-execution, or in respect of this Agreement or its non-execution, shall be settled by an Arbitration Tribunal of three arbitrators who shall render a majority decision, reached by application of law and without appeal.
2. The party wishing to refer a dispute or claim to arbitrate shall give notice thereof to the other party by registered letter naming the person selected as his arbitrator. The other party shall select his own arbitrator within one month of the date of such letter.

The parties shall thereupon formulate the issues involved and lay them before the arbitrators. The two arbitrators, having had the issues laid before them, shall appoint the third arbitrator.

If the two arbitrators fail to appoint the third arbitrator within fifteen days of receiving the statement of issues from the parties, the third arbitrator shall be appointed at the request of any one of the parties or selected arbitrators by the Belgian Minister of Foreign Affairs.

The three arbitrators thus appointed shall constitute the arbitration Tribunal.

3. The arbitrators shall meet at the seat of the Customs Co-operation Council in Brussels and shall decide the dispute or claim by application of Belgian domestic law or, if necessary, of the rules of private international law as applied in Belgium.

The Tribunal shall not be bound in the matter of Rules of Procedure; it shall determine its own rules.

The Tribunal shall decide the manner in which costs and expenses are to be borne by the parties.

The Tribunal's powers shall expire three months after the termination of the proceedings of the completion of the final enquiry ordered by it.

4. Parties agree to accept the arbitral award rendered in accordance with the foregoing provisions as constituting final settlement of the claim or dispute.
 5. The Customs Co-operation Council declares that no provision contained in the present arbitration clause will be considered by it as a waiver, either explicit or implicit, of any privilege or immunity which it may enjoy in law by virtue of its statute.
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