



WORLD TRADE
ORGANIZATION



**MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN
THE WORLD TRADE ORGANIZATION (WTO)
AND THE PACIFIC ISLANDS FORUM SECRETARIAT (PIFS)
CONCERNING A JOINT TECHNICAL ASSISTANCE PROGRAMME
FOR PACIFIC ISLAND COUNTRIES**

The World Trade Organization (WTO) and the Pacific Islands Forum Secretariat (PIFS) (referred to collectively as “the Parties”) desiring to renew their cooperation in providing trade-related technical assistance to Pacific Island Countries for their economic and social development, as first expressed in the “Memorandum of Understanding Between the Secretariat of the World Trade Organization and the Forum Secretariat Concerning a Joint Technical Assistance Programme for Forum Island Countries” dated 20 February 2000, extended in 2004, 2006, and 2012 and expired on 31 December 2017, have reached the following understanding:

ARTICLE I - ACTIVITIES UNDER THIS MoU

1.1 The Parties agree that in the provision of WTO's technical assistance programmes for the Pacific region, as embodied in successive WTO Technical Assistance Plans, the WTO will use the services of the PIFS as a conduit for the delivery of selected technical assistance activities.

1.2 The subject matter and number of training activities covered by the joint programme will be mutually agreed upon by the Parties, on an annual basis, taking account of the priority needs of countries in the Pacific region, through consultations with the PIFS.

ARTICLE II - IMPLEMENTATION OF ACTIVITIES

2.1 The detailed responsibilities as well as the maximum financial contribution (in-kind and in-cash) of each Party will be agreed upon in writing through a Letter of Agreement and an estimated budget for each activity under this MoU.

2.2 For each activity covered by this MoU the WTO shall meet the cost of participants from Pacific Island Countries that are WTO Members or Observers. The PIFS shall seek alternative sources of funding to meet the costs associated with participants from Pacific Island Countries that are not Members or Observers of the WTO.

2.3 The PIFS and the WTO will jointly agree on the countries from which participants are selected. The selection process will be jointly undertaken by the Parties taking into account the WTO Progressive Learning Strategy and the country needs.

2.4 The Parties shall make available the services of their respective Secretariat officials for conducting each activity under this MoU. The PIFS and WTO shall be responsible for the salaries, benefits and allowances of their respective staff associated with the implementation of any activity under this MoU.

2.5 Where it may be necessary to supplement such services, the Parties shall identify, as appropriate, other resource persons who could be engaged as external experts.

2.6 Subject to mutual consent, officials from other international or regional organizations may also be invited to participate as experts in the execution of the selected activities under this MoU.

2.7 The venue for the selected activities shall be a WTO Member or Observer Country of the Pacific region. The selection of the venue shall be determined based on the Parties' agreement that such an arrangement shall be cost effective and/or convenient for the training.

2.8 The PIFS shall undertake all logistical and administrative work with regard to any activities held in the Pacific and undertaken by the Parties under this MoU. The supporting administrative cost to be paid by the WTO to PIFS will be determined by letter of agreement for each activity.

ARTICLE III - FINANCIAL RULES AND REPORTING

3.1 The funds used for the implementation of activities under this MoU will be administered in accordance with the applicable PIFS regulations, rules and administrative instructions.

3.2 The PIFS shall make available to the WTO all relevant factual and financial information, including statement of accounts, supporting documents and narrative reports concerning the execution of this MoU. The financial reports shall include the same level of detail as the budgets they relate to. The PIFS shall submit such reports after each activity and within three months after the completion of the activity. Electronic documentation (including soft copies) will be accepted as part of the PIFS reporting requirements and supporting documents.

3.3 The WTO shall upon request have access to and the right to examine all documents related to the use of the funds. The WTO may decide to give a specific mandate to the external auditor of the PIFS to audit the expenses incurred under this Agreement. In such a case, the WTO shall bear the cost of the audit.

3.4 The PIFS shall reimburse to the WTO the balance of any unused funds made available upon completion of the activities, unless otherwise agreed.

ARTICLE IV - EXPIRATION, TERMINATION OR AMENDMENT

4.1 The MoU may be terminated by either Party giving six months written notice to the other Party.

4.2 Upon termination or expiration of this Agreement, the Parties undertake to cooperate during the period of notice to ensure orderly completion of all pending joint activities, as well as the financial reporting as stated in Article III;

4.3 This MoU may be amended by mutual consent of the Parties. Any amendment to this MoU shall be without prejudice to any rights or obligations of the Parties under this MoU prior to the effective date of such amendment.

ARTICLE V - ENTRY INTO FORCE

5.1 This MoU, done in Suva, Fiji, in two originals, shall come into effect on the day of its signature by both Parties and will expire on 22 May 2022.

For the World Trade Organization

For the Pacific Islands Forum Secretariat

Roberto Azevêdo
Director General

Dame Meg Taylor
Secretary General