



Trusted Trader Program (TTP) Agreement

This Agreement is made the [date] day of [month], [year] BETWEEN The Belize Customs and Excise Department of Port Loyola, Caesar Ridge Road (hereinafter referred to as "the BCED") AND [Name of Company] of [address] (hereinafter referred to as "the Approved TTP Member")

WHEREAS the BCED has implemented the Trusted Trader Program (TTP) on [date] [month] [year] and

WHEREAS the TTP is aimed at establishing an effective customs duty payment system that can:

- a. Systematically obtain voluntary compliance from the majority of assessed importers;
- b. Provide a greater level playing field for the trade supply chain
- c. Appropriately reward Approved TTP members who, in good faith, voluntarily comply with relevant customs laws and regulations, and

WHEREAS the Approved TTP Member has elected to be enrolled in the TTP program and adopt the TTP policy and procedures, a copy of which is attached hereto as Annex A.

NOW THEREFORE the Parties agree as follows:

1. Commitments of the Belize Customs and Excise Department

The BCED agrees to:

- 1.1 Implement the Trusted Trader Program in accordance with the standards and guidelines laid down in the TTP policy.
- 1.2 Do all within its available resources to ensure that costs incurred for compliance by the Approved TTP Member are kept at a bare minimal.

- 1.3 In accordance with all applicable national laws and regulations, and in conformity with Article 6, paragraph 3.6 of the WTO Trade Facilitation Agreement, when considering the imposition of a penalty, give due regard to the fact that a voluntary disclosure had been made by the Approved TTP Member.
- 1.4 Conduct periodic compliance review and assessment to evaluate the Approved TTP Member for compliance with the provisions of this TTP agreement and attendant policy.
- 1.5 Upon request and within its available resources, assist the Approved TTP Member in establishing, maintaining, or improving its voluntary compliance requirements and voluntary disclosure reporting procedures.
- 1.6 Administer the TTP in a fair, transparent and confidential manner.

2. Commitments of the Approved TTP Member

The Approved TTP Member agrees to:

- 2.1 Build an improved working relationship with the BCED through voluntary compliance with respect to the payment of all applicable customs duties, taxes and other charges and to understand and meet all their obligations in accordance with national legislation, the TTP policy and procedures.
- 2.2 In accordance with the TTP Policy guidelines and procedures, to voluntarily present themselves to the BCED in good faith and to disclose all discrepancies and omissions made in their declarations submitted to the BCED within a period of five (5) working days after receipt of goods or within such further period as allowed by the Comptroller.
- 2.3 In conformity with applicable national customs laws and regulations, facilitate and provide all necessary assistance to the BCED in any of its periodic compliance review and assessment exercises designed to evaluate the Approved TTP Member for compliance with the provisions of this TTP agreement and attendant policy.

Conflicts between Agreement and Applicable Laws

3. This agreement and its attendant policy shall not supersede or replace existing departmental/government policies or any other applicable law to which the BCED is subjected. Any controversy that may arise between this agreement and

applicable laws, including regulations and departmental/government policies shall be resolved in accordance with the latter.

TERMINATION OF AGREEMENT

4. Termination by the Approved TTP Member

Where the Approved TTP Member elects to withdraw from the TTP, the Approved TTP Member may terminate this agreement by providing written notification to the BCED.

4.1 Termination by the BCED

The BCED may terminate this agreement where—

- a. The BCED determines that the Approved TTP Member has failed to comply with the Voluntary Disclosure reporting procedures as specified within the TTP policy;
- b. The voluntary disclosures exceeded **Ten (10) in the same year** of disclosure except where the Comptroller of Customs has allowed otherwise.
- c. The Approved TTP Member has defaulted in fulfilling any of its commitments under clause 2 of this agreement;
- d. The Approved TTP Member fails without reasonable explanation to the satisfaction of the Comptroller of Customs to meet any of the requirements of the TTP Policy.
- e. The BCED pursues an administrative or judicial action against the Approved TTP Member.

4.2 Effective date of termination.

Any termination will be effective fourteen (14) working days after the terminating party notifies the other party in writing.

4.3 Renewal after termination.

Notwithstanding termination of an existing agreement under clause 4.1, the Approved TTP Member may after three (3) months submit a new application for the TTP.

5. EFFECTIVE DATE OF AGREEMENT

This TTP Agreement becomes effective upon the date of signing by both parties to the agreement and shall remain in force until termination by either party.

IT IS FURTHER AGREED AS FOLLOWS:

- a. This Agreement is deemed to be under and shall be governed by and construed according to the laws of Belize.
- b. This Agreement including all Annexes attached hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

IN WITNESS WHEREOF the BCED and the Approved TTP Member have read and agreed to the terms of this Agreement and caused this Agreement to be executed in duplicate originals by their duly authorized officers as of the day and year first above written.

FOR AND ON BEHALF OF THE APPROVED TTP MEMBER:

(Name of Approved TTP Member)

(Signature)

BY:

TITLE:

ADDRESS:

(Headquarters street address, City/Town/District)

DATE:..... OFFICIAL COMPANY STAMP/SEAL

WITNESSED BY

NAME

SIGNATURE

FOR AND ON BEHALF OF THE BELIZE CUSTOMS AND EXCISE DEPARTMENT:

(Signature)

BY:.....

(BCED OFFICIAL's Name)

TITLE:

ADDRESS:

DATE: _____

DEPARTMENTAL STAMP/SEAL

WITNESSED BY

NAME

SIGNATURE

DATE.....