



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE (UNECE)**

**AND THE**

**INTERNATIONAL ROAD TRANSPORT UNION (IRU)**

**Memorandum of Understanding** (hereinafter referred to as “Memorandum”) **on cooperation between the United Nations Economic Commission for Europe (UNECE) and the International Road Transport Union (IRU) in the field of computerization of the TIR procedure**

UNECE and IRU have agreed on the following:

**Article 1**

**Objective**

In the framework of the UNECE-IRU eTIR Pilot Project between the Islamic Republic of Iran and the Republic of Turkey (hereinafter referred to as “Pilot Project”), UNECE and IRU agree to cooperate towards the development and the maintenance of a lightweight version of the eTIR international system (hereinafter referred to as “system”).

**Article 2**

**Responsibilities of IRU**

IRU shall develop and test the system, as specified in Annex 1 of this Memorandum. IRU shall provide UNECE with the complete source code of the system as well as consult with and involve UNECE in all phases of the project.

For the duration of this Memorandum, IRU will technically assist UNECE in maintaining the system. IRU will fix any software bug arising during the usage of the system.

**Article 3**

**Responsibilities of UNECE**

UNECE shall be responsible for monitoring and assisting in the development process of the system.

UNECE shall be responsible for deploying and hosting the system, running the necessary infrastructure (hardware, software, network and internet access) as well ensuring that adequate backup and recovery procedures are in place. UNECE shall also ensure the liaison with the UNECE Information System Unit (ISU) and UNOG ICTS.

UNECE shall also be responsible for guiding and supporting the Turkish & Iranian customs administrations in interconnecting with the system.

#### **Article 4**

##### **Funds**

IRU shall provide funding for the licences and software support contracts related to the functioning of the system.

IRU shall provide funding for the corresponding hardware and hosting costs of the system which will be in use at UNECE.

IRU shall cover the cost of an IT Expert (P3 level) working for the project who will be employed by UNECE.

The sum of the funds to be transferred amounts to US\$ 290,000 for a period of twelve (12) months (see Annex 2 for details).

#### **Article 5**

##### **Transfer of funds**

IRU shall transfer the funds referred to in Article 4, in its entirety, within two weeks following the signing of the Memorandum, to the following bank account:

UNOG General Fund  
Account No 485001 802  
J.P. Morgan Chase Bank  
277 Park Avenue, 23rd Floor,  
New York, NY 10172 USA  
ABA 021000021 (US Banking Code)  
Swift code CHAS US 33  
Reference: Credit ECE-E211-eTIR IT project

#### **Article 6**

##### **Validity**

This Memorandum is valid from the date of signature for a period of twelve (12) months.

#### **Article 7**

##### **Extension, amendment and termination**

The Parties, through an exchange of letters, can extend the validity or amend this Memorandum and its annexes, for a period of another twelve (12) months.

In case of extension, IRU shall transfer the amounts required for maintaining the UNECE resources, as identified under Article 4, less remaining funds, at least one month before the start of the new period of twelve (12) months. Three (3) months after the end of validity of this Memorandum any unused funds transferred by IRU under Article 5, including accumulated interests, will be returned to IRU, with the exception of any outstanding financial obligations related to this project or any licence or support contract that remain valid and which will remain the property of UNECE until their expiry.

**Article 8**  
**Anticipated termination**

In the event that one of the parties has any reason for considering that the circumstances for the continuation of the Memorandum have changed in comparison to those that appertained at the time of its signature, the parties shall seek to find a mutually acceptable adaptation of the Memorandum. Where it proves to be not possible to reach mutual agreement to adapt the Memorandum, either party may unilaterally terminate it, provided it gives the other party not less than one (1) month written notice.

In case of anticipated termination, any unused funds transferred by IRU under Article 5, including accumulated interests, will be returned to IRU three (3) months after the end of the planned twelve (12) months period, with the exception of any outstanding financial obligations related to this project, such as, but not limited to, staff contracts, or any licence or support contract that remain valid and which will remain the property of UNECE until its expiry.

**Article 9**  
**Intellectual property**

UNECE shall be entitled to all intellectual property and other proprietary rights over any intermediate or final outputs related to the software developed by IRU for UNECE in the framework of the Pilot Project.

**Article 10**  
**Disputes**

Any dispute between Parties concerning the interpretation or application of this Memorandum shall, as far as possible, be settled by negotiation between them. Any such dispute between Parties, unless settled amicably under the preceding paragraph within sixty (60) days after receipt by either Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then pertaining. The arbitral tribunal shall have no authority to award punitive damages or to award interest. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

**Article 11**  
**Monitoring and Evaluation**

Parties recognize the importance of monitoring and evaluating the collaborative activities undertaken pursuant to this Memorandum. Parties agree to monitor the Pilot Project and to compile statistics. Upon expiry of this Memorandum, or, in case of extension, at the end of each calendar year, Parties shall submit a report of the Pilot Project to the Executive Secretary of UNECE and the Secretary General of IRU.

**Article 12**  
**Waiver**

Nothing in the Memorandum or relating thereto shall be interpreted as constituting a waiver of the privileges or immunities of UNECE.

**Article 13**  
**Final clause**

This Memorandum, together with Annex 1 and Annex 2, as well as the Terms of Reference of the UNECE-IRU eTIR Pilot Project between the Islamic Republic of Iran and the Republic of Turkey constitute the entire agreement between UNECE and IRU with respect to the Pilot Project.

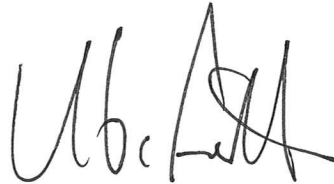
Geneva, 24 March 2015



Christian Friis Bach  
Executive Secretary

For the United Nations  
Economic Commission for  
Europe

Geneva, 24 March 2015



Umberto de Pretto  
Secretary General

For the  
International Road Transport Union

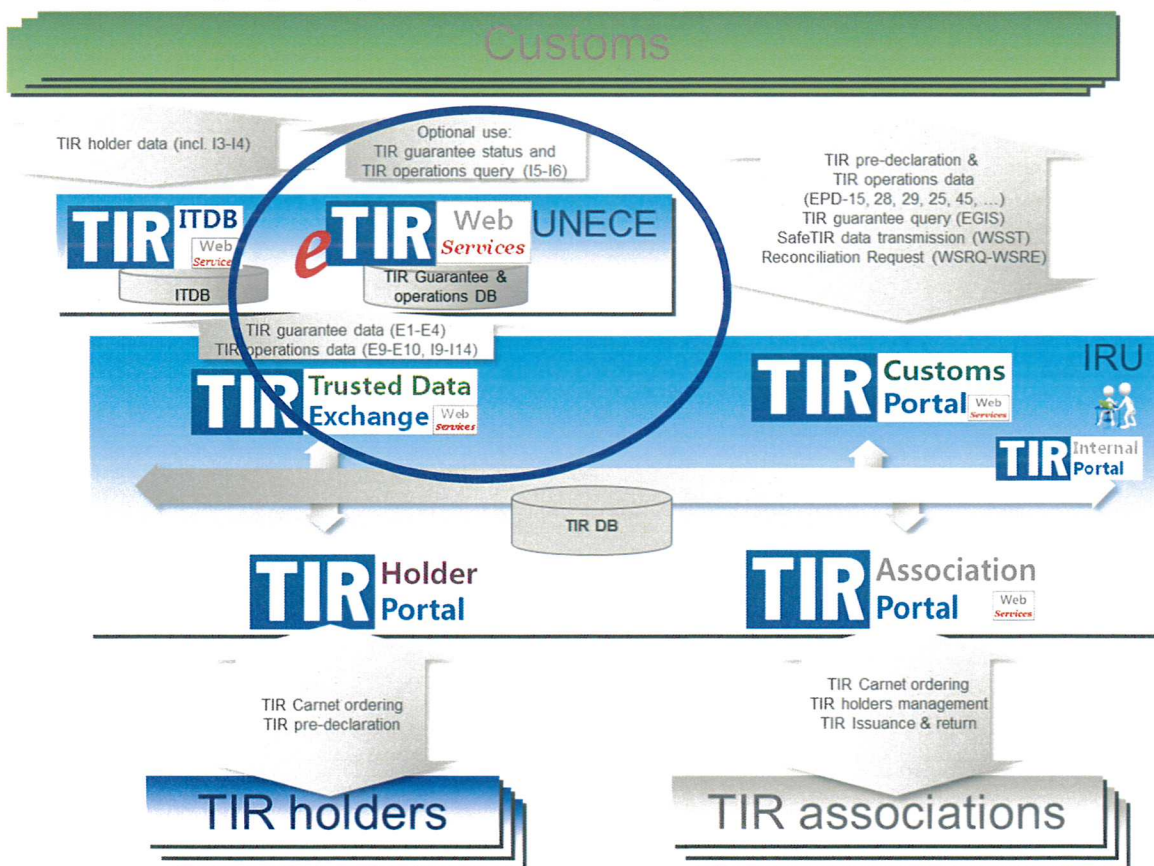
## Annex 1

### 1. Objective

The Parties agree that, pursuant to the Terms of Reference of the UNECE-IRU eTIR Pilot Project between the Islamic Republic of Iran and the Republic of Turkey, the objective of this Memorandum / donor agreement is to develop and maintain a lightweight eTIR international system. This system will be hosted at the United Nations Office in Geneva (UNOG) Information and Communication Technology Services (ICTS) datacentre, under the responsibility of UNECE and includes:

- (a) a database<sup>1</sup>,
- (b) web services allowing the reception of messages<sup>1</sup> E1, E3, E9, I9, I11 and I13 (and the appropriate replies: E2, E4, E10, I10, I12 and I14) to be used by the IRU system to send TIR guarantee and TIR transport data,
- (c) procedures allowing to process those messages and store the information in the database (a) and
- (d) web service allowing customs authorities to obtain all data about the TIR guarantees and TIR transports stored in the eTIR international system (messages I5 and I6)<sup>1</sup>.

All elements are highlighted by a blue circle in the high-level architecture diagram hereafter.

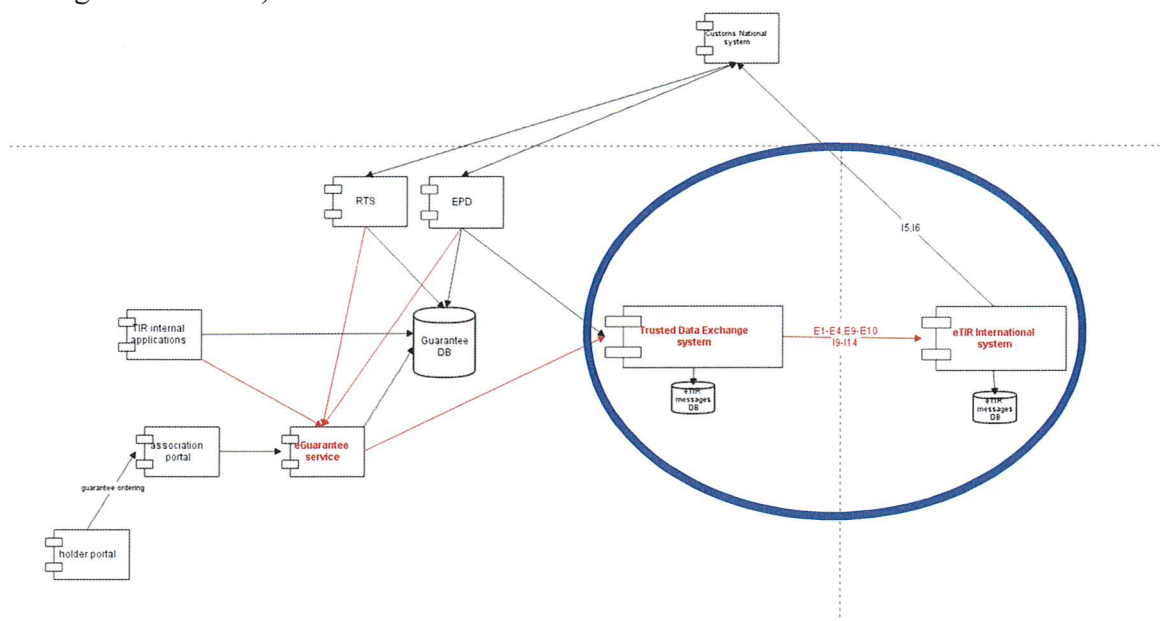


<sup>1</sup> based on the specifications contained in the eTIR Reference Model, version 4.1a

In order to achieve this objective in the most efficient and rapid manner, IRU will use its internal development team and consultants already working on the Pilot Project. This will ensure (a) timely availability of the solution as well as (b) cost-effectiveness and -control of the implementation.

## 2. Method of cooperation

To implement the system, IRU will develop the following components (highlighted in blue in the diagram hereafter):



- IRU Trusted data exchange system: responsible for forwarding TIR transport data using the E1, E3, E9, I9, I11 and I13 web services to the system (it will receive inputs from the IRU eGuarantee service responsible for the life-cycle of electronic guarantees (creation/issuance, in-circulation, invalidation, start, termination, discharge, archiving). Note: during the Pilot Project, the system might not always be available. Therefore, IRU will create a queuing system in the Trusted data exchange system. In later phases beyond the Pilot Project, when the eTIR international system will be made resilient and will be used by countries for the C2C data exchange, the Trusted data exchange system will be responsible for exposing the web services to be used for sending information to IRU.
- Lightweight eTIR international system: hosted at UNECE and containing in its database the information on the issued eGuarantees and TIR transports (in the format described in the eTIR Reference Model) and exposing web services for message E1/E2, E3/E4, E9/E10, I9/I10, I11/I12, I13/I14 and I5/I6.

Both systems shall be first developed and tested on IRU's hybrid cloud environment, hosted at Swisscom in Bern. The latter shall then be deployed on the UNECE's hosting production environment as soon as it is ready (IRU will assist in the deployment, if necessary). In order to minimize the cost, the UNECE infrastructure will not need to be available 24/7 and, thus, will not require complex clustered environments, nor corresponding staff and organization.

**Annex 2**  
**Budget**

<b>Description</b>	<b>Costs (USD)</b>
Project Staff Costs <i>Computer Information Systems Officer P-3 for 12 months</i>	206,300
Official Travel <i>Official mission (Teheran x 2(3 days) and Ankara x 2(3 days))</i>	8,300
Contractual Services <i>Hosting costs</i>	10,000
Equipment <i>Software and support costs</i>	32,000
<b>Sub-total</b>	<b>256,600</b>
13% Support costs	33,400
<b>Total</b>	<b>290,000</b>