

UNITED NATIONS
ECONOMIC COMMISSION FOR EUROPE



TRANS EUROPEAN RAILWAY (TER)
PROJECT CENTRAL OFFICE

**TRANS-EUROPEAN RAILWAY (TER)
CO-OPERATION TRUST FUND AGREEMENT**

Annex E

**Agreement between UN ECE and the
Government of the Slovak Republic on the
Trans-European Railway Project Central Office**

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Agreement between the United Nations and the Slovak Republic on the Trans-European Railway Project Central Office

Seeing that the Slovak Republic decided to host the operation of the Trans-European Railway Project Central Office (hereinafter „TER PCO“) in Bratislava,

seeing that PCO shall carry out the functions prescribed for it in the TER Co-operation Trust Fund Agreement (hereinafter „TER Agreement“), to which the Government of the Slovak Republic and the other participating Governments are signatories (United Nations Economic Commission for Europe Trans-European Railway (TER) co-operation Trust Fund Agreement, Geneva, 17 December 1993),

therefore the Slovak Republic (hereinafter „SR“) and the United Nations (hereinafter „UN“) represented by the United Nations Economic Commission for Europe (hereinafter „UNECE“), representing by the Trans-European Railway Project, have agreed as follows:

Article 1 Purpose of Agreement

1. The purpose of this Agreement is to ensure the activity of the TER PCO in Bratislava in accordance with the aims, recommendations and guidelines laid down by the TER Agreement.
2. The TER PCO operates under the overall direction of the TER Steering Committee with guidance from the UNECE as executing agency according to the TER Agreement. The leading partners of TER PCO on the part of the Slovak Republic shall be the Ministry of Transport, Posts and Telecommunications (hereinafter „MTPT SR“) and the Ministry of Foreign Affairs (hereinafter „MFA SR“) and, on the part of the United Nations, TER PCO shall be represented by UNECE.
3. For the purposes of cooperation between the foreign partners and the Slovak organisations, TER PCO shall have the access to infrastructure available in the Slovak Republic.

Article 2 Seat

During the term of this Agreement, the TER PCO's seat shall be located in Bratislava.

Article 3 Obligations of the Slovak Republic

1. The Slovak Republic undertakes to provide at its own costs the following for the operations of the TER PCO:

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- a) an office consisting of 4 rooms with total area of at least 100 m², supplied with appropriate furniture (including curtains, carpets, lamps, electronic alarm system) and associated utility rooms to be developed according to the needs and for the exclusive use of the TER PCO, including services related to the use of these premises such as electricity, water and gas supply, sewage disposal, refuse collection;
 - b) a passenger car for official use,
 - c) direct phone lines (1 ISDN line, 2-3 main lines, 1 mobile line) with a fax,
 - d) Two English speaking local staff members (one administrative clerk and one technical clerk to provide secretarial support and assistance on railway issues), respectively, who are employees of MTPT SR or who are provided for activities of the TER PCO.
2. The competent Slovak suppliers shall provide to the TER PCO the required services, including electricity, water and gas supply, sewage disposal, refuse collection, postal and telecommunications services without limitation. In case of the interruption or failure of provided services the competent Slovak suppliers shall meet the TER PCO's demands at the same level as they do for key government agencies and shall take the appropriate measures to ensure its smooth operation.

Article 4 Costs of operations of the TER PCO

The Slovak Republic undertakes to provide at its own costs the following services related to the operations of the TER PCO:

- a) salaries and remuneration of the local staff members provided by the Government of SR, as well as other benefits provided on normal terms of employment in the Slovak Republic,
- b) operation of the passenger car used for official purposes within the territory of the Slovak Republic (fuels, toll, maintenance charges, appropriate insurance cover).

Article 5 Obligations of the TER PCO resulting from the project budget according to Part 2 of the TER Agreement

On the basis of the aforesaid facts the TER PCO assumes the following obligations resulting from the project budget according to Annex 2 of the TER Agreement:

- a) supply and the equipment of the room by technical facilities,
- b) payment of all fees for the use of the telephone, fax, internet and postal services,

- c) operation of the passenger car for official purposes outside of the territory of the Slovak Republic (fuels, toll, insurance charges, removal of damages arising outside of the territory of the Slovak Republic).

Article 6
TER PCO local staff

Within the meaning of the TER Agreement the TER PCO shall be headed by the Project Manager, who will be assisted by local staff in the number and composition corresponding to the needs of the Project.

Article 7
Privileges and immunities

1. The scope of the UN Convention on the Privileges and Immunities, signed on 13 February 1946 (hereinafter „UN Convention“), extends as appropriate in respect of the TER PCO, the premises of which, wherever located, shall be considered as premises of the UN.
2. The United Nations project staff of the TER PCO shall enjoy the privileges and immunities appropriate to the UN staff under the UN Convention. It is understood that section 18 (d), (e), (f) and (g) of article V (Officials) of the UN Convention shall not apply to the nationals of the Slovak Republic recruited by the UN for the TER PCO within the territory.
3. For the purposes of the Project, international project personnel of the TER PCO serving under a special service agreement with the UN, shall be entitled to the privileges and immunities in the Slovak Republic as set forth under Sections 18, 19, 20 and 21 of article V (Officials) and under sections 22 and 23 of article VI (Experts on mission for the UN) of the UN Convention.
4. The local project staff provided by the Government of the Slovak Republic to the TER PCO shall be granted immunity from legal process in respect of words spoken or written and all acts performed by them in their official service with the project. These persons shall have the status of UN independent contractors and will thus not be UN staff members. The contractual relationship of these persons to the UN shall be established by a Special Service Agreement (SSA); therefore their relationship shall be subject solely to the terms of the SSA. During such service they shall be subject to the supervision and discipline of the Project Manager.
5. For the purposes of the UN Convention, when local project staff provided by the SR are required to travel on official mission outside the SR they shall be regarded as experts on mission and, as such, they shall be entitled to those privileges and immunities defined in article VI, sections 22 and 23 of the UN Convention.

The experts delegated by the UN Economic Commission for Europe (UNECE) or by governments that signed the TER Agreement to take part in the work of the TER Project are entitled to the privileges and immunities during their terms of delegations in the Slovak Republic, including the period of their travel, as set forth in Article VI of the UN Convention and the Slovak laws in force. The delegates of the governments that signed the TER Agreement, who attend meetings organised by TER PCO, are entitled to the benefits provided in Article IV of the UN Convention during the performance of their duties and during their travel to the Slovak Republic and back, as well as to all other benefits provided by domestic legal regulations.

It is understood that privileges and immunities are granted to these officials in the interests of the United Nations and not for the personal benefit of the individuals. The Secretary General shall have the right and the duty to waive immunity of any official in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations.

Article 8 Cooperation

The United Nations shall cooperate with the appropriate authorities to facilitate proper administration of justice, to ensure the observance of the domestic legal regulations to prevent any abuse in connection with the privileges, immunities and facilities mentioned above.

Article 9 Provision of goods and services

The TER PCO shall enjoy the privileges and immunities under the aforesaid UN Convention on the Privileges and Immunities within the territory of the Slovak Republic in connection with products and services purchased or used by the TER PCO in the Slovak Republic for official purposes.

The TER PCO shall pay for goods and services purchased or used in the Slovak Republic in valid currency of the Slovak Republic.

Article 10 Final provisions

This Agreement is concluded until 31 December 2011, unless both parties agree to the prolongation of this Agreement.

This Agreement may be amended by the written agreement of both parties.

Article 11
Entry into force


1. This Agreement is subject to the approval by the national authorities of the Slovak Republic and shall enter into force 30 days from the date of delivery of the notice of the Slovak Republic of such approval to the Secretary General of the UN.
2. Following the entry into force of this Agreement the letters signed by the Government of SR and UNECE on 15 May 2007 shall become invalid.


IN WITNESS WHEREOF the undersigned plenipotentiaries have signed this Agreement.

Done at Bratislava on 27 July 2009, in two duplicates, in the English and Slovak languages, each text being equally authentic. In case of any divergence of interpretation or application of this Agreement the English text shall prevail.

FOR THE UNITED NATIONS

FOR THE SLOVAK REPUBLIC


Executive Secretary
of the United Nations
Economic Commission for Europe


Minister of Transport, Posts
and Telecommunications
of the Slovak Republic