



UNECE



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

The purpose of this Memorandum is to further strengthen the cooperation between UNECE and IRU (hereinafter “the Parties”) towards the full computerization of the TIR procedure.

Article 2
Definitions

For the purpose of this Memorandum:

- (a) The term “UNECE System” shall mean the Information and Communication Technology (ICT) infrastructure and software developed and deployed by UNECE, in collaboration with IRU, to allow the exchange of data between stakeholders in the project launched in the framework of the Memorandum of Understanding between UNECE and IRU signed on 24 March 2015 and expired on 20 February 2017 (hereinafter the “Pilot Project”) as well as for all the projects to be launched in the framework of this Memorandum;
- (b) The term “IRU System” shall mean the ICT infrastructure and software developed and deployed by IRU to allow the exchange of data between stakeholders in the Pilot Project as well as for all the projects to be launched in the framework of this Memorandum.

Article 3
Scope

- 1. The Parties will collaborate actively with a view to facilitate and support projects and initiatives aiming to bring countries towards the full computerization of the TIR procedure. For this purpose, the Parties shall undertake their best efforts to:
 - (a) continue to support the exchange of data between Iran (Islamic Republic of) and Turkey started in the course of the Pilot Project;
 - (b) define and implement technical approach(es) to accommodate request(s) of TIR Contracting Parties willing to computerize the TIR procedure;
 - (c) assist TIR Contracting Parties striving to computerize the TIR procedure, with the aim to, inter alia:

- move towards the full computerization of the TIR procedure;
 - include functionalities in the UNECE and IRU systems to address specific requirements raised by TIR Contracting Parties;
 - allow transport operators to submit data electronically to the competent authorities using various declaration mechanisms, possibly using various authentication methods; and
 - promote the use of standards when they meet customs data requirements, including eTIR messages;
- (d) seek synergies with relevant systems;
- (e) propose amendments to the conceptual, functional and technical documentation related to computerization of the TIR procedure based on the initiatives, developments and results verified in the projects (including the ones verified in the Pilot Project); and
- (f) jointly promote and communicate on the computerization of the TIR procedure in accordance with Article 6 of this Memorandum.
2. Details of the collaboration shall be elaborated in annual work plans, agreed upon by both Parties by exchange of letter before 1 October of each year.

Article 4
Responsibilities of UNECE

1. UNECE shall maintain, improve and monitor the UNECE System.
2. UNECE shall host the UNECE System on the required ICT infrastructure (hardware, software, network and internet access) as well as ensure that adequate backup and recovery procedures are in place. UNECE shall also ensure the liaison with the UNECE Information System Unit (ISU) and the relevant services which provide the hosting of the UNECE System.
3. UNECE shall guide and support customs administrations in interconnecting with the UNECE system.
4. UNECE shall draft and revise the work plans jointly with IRU.

Article 5
Responsibilities of IRU

1. IRU shall maintain, improve and monitor the IRU System.
2. IRU shall provide, where possible, technical assistance to UNECE for the maintenance of the parts of the UNECE System developed by IRU.
3. IRU shall draft and revise the work plans jointly with UNECE.

Article 6
Communication strategy

1. Either Party may issue press releases or engage in other forms of public communication relating to activities launched under this Memorandum. Parties will share a draft of any public communication product for review before being issued.
2. The Parties will strive to use their communication channels to present the projects launched in the framework of this Memorandum and promote the computerization of the TIR procedure.
3. In as far as possible, Parties shall strive to act jointly in promoting any project developed under this Memorandum.

Article 7
Validity

This Memorandum is valid from the date of signature until 31 December 2022 unless earlier terminated pursuant to Article 8 below.

Article 8
Anticipated termination

In the event that one of the Parties has any reason for considering that the circumstances for the continuation of this 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 not to be possible to reach mutual agreement to adapt the Memorandum, either Party may unilaterally terminate it, provided it gives the other Party not less than three (3) months prior written notice.

Article 9
Amendment

This Memorandum may be amended. Amendments shall be made by an exchange of letters between the Parties.

Article 10
Intellectual property

1. UNECE shall be the sole owner of all intellectual property rights and other proprietary rights related to the UNECE system, including the source code.
2. IRU shall be the sole owner of all intellectual property and proprietary rights related to the IRU System, including the source code.
3. For the Pilot Project and projects launched in the framework of this Memorandum, UNECE grants to IRU a non-exclusive, worldwide, non-transferable right to interact with the interfaces of the UNECE System using the methods and security requirements described in the projects' specifications. This right does not

allow to copy, modify or enhance any part of the software contained in the UNECE System. This does not exclude the right to use the standards described in the conceptual, functional and technical documentation related to computerization of the TIR procedure.

4. For the projects launched in the framework of this Memorandum, IRU grants to UNECE a non-exclusive, worldwide, non-transferable right to interact with the interfaces of the IRU System using the methods and security requirements described in the projects' specifications. This right does not allow to copy, modify or enhance any part of the software contained in the IRU System.

Article 11

Disputes

1. Any dispute between the Parties concerning the interpretation or application of this Memorandum shall, as far as possible, be settled by negotiation between them.

2. Any such dispute between the 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 place of arbitration shall be Geneva, Switzerland. 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 12

Privileges and Immunities

Nothing in the present Memorandum or relating to its application or interpretation shall be construed, explicitly or implicitly as constituting a waiver of the privileges or immunities of UNECE pursuant to the provisions of the 1946 Convention on the Privileges and Immunities of the United Nations.

Article 13

Monitoring

The Parties recognize the importance of monitoring and evaluating the collaborative activities undertaken pursuant to this Memorandum. The Parties agree to monitor the activities undertaken in the framework of this Memorandum and to compile yearly status reports related to the results achieved as per the terms of the work plans. Such reports shall be submitted to the Executive Secretary of UNECE and the Secretary General of IRU.

Article 14
Financing UNECE ICT related activities

The financing of UNECE ICT related activities in the framework of this Memorandum are dealt with in a separate Contribution Agreement between the Parties.

Article 15
Final clause

This Memorandum together with the UNECE-IRU Contribution Agreement constitutes the entire agreement between UNECE and IRU in the framework of the computerization of the TIR procedure.

Geneva, 06.10.2017

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Olga Algayerova
Executive Secretary

Umberto de Pretto
Secretary General

For the United Nations
Economic Commission for
Europe

For the
International Road Transport Union
(IRU)
