MEMORANDUM OF AGREEMENT

Memorandum of agreement between the United Nations, represented by the United Nations Economic Commission for Europe (UNECE) (hereinafter called the recipient office), and the JSC “Russian Railways”, acting on behalf of the Russian Federation (hereinafter called the donor).

Whereas the donor is willing to loan to the recipient office the services of an expert on a non-reimbursable basis, in connection with the work to be undertaken by the recipient office in connection with the programme of work of the Trans European Railways Project (TER).

Whereas the recipient office is willing to accept the services of such an expert on a non-reimbursable loan basis,

Now, therefore, the parties hereby agree as follows:

1. The donor shall loan to the recipient office, on a non-reimbursable basis, an expert to perform the functions specified in the attached terms of reference for a period of 2 years from 1 January 2014, subject to extension with the concurrence of the United Nations, the donor and the expert. Accordingly, the donor undertakes to pay all expenses in connection with the assignment of the expert including his/her salary, daily subsistence allowances, medical and life insurance coverage, travel from and return to Bratislava, Slovakia upon completion of the assignment, and also the cost of any travel and other related expense incurred on official business for the United Nations.

2. The United Nations shall, however, be responsible, in the event of death, injury or illness attributable to the performance of services on behalf of the United Nations while on travel status or while working at an office of or other location designated by the Organization, for payment to the individual under a non-reimbursable loan, or to his/her beneficiaries, of a compensation equivalent to the compensation which would be payable under the Appendix D to the Staff Rules of the United Nations (ST/SGB/Staff Rules/Appendix D/Rev.1 and Amend.1), to a staff member performing similar functions.

3. The donor shall be responsible for any properly incurred and duly documented claim brought by third parties for damages, injury or death as a result of any act or omission by the expert’s gross negligence or willfully misconduct, during the performance of duties on behalf of the United Nations but in any case the aggregate amount to be paid by the donor in such cases should exceed annual salary of the expert.

4. The recipient office shall not be responsible for any expenses in relation to the loan of the expert by the donor, except the provision of office and other facilities necessary for the performance of the services required and in the events referred to in paragraph 2 of the present Memorandum.

5. The donor shall pay to the recipient office at the end of each calendar year a sum equivalent to 1 per cent of the total value of the services of the expert rendered in such year as administrative expenses on the basis of invoices prepared by the recipient office.

6. The expert shall be engaged on the basis of a special service agreement signed by the expert.
7. Should the non-reimbursable loan be terminated before its scheduled expiration at the request of the donor, the donor shall be responsible for related costs which may result from such termination.

8. While the expert is on loan to the recipient office, he/she shall be considered as an independent contractor and he/she shall not be a staff member of the United Nations. His/her rights and duties against the United Nations shall be determined by the provisions of the special service agreement referred to in paragraph 6.

9. For the purpose of privileges and immunities, the expert shall be considered as having, under article VI, sections 22 and 23, as well as of article VII, section 26, of the Convention on the Privileges and Immunities of the United Nations, the legal status of an expert performing missions for the United Nations.

10. Nothing in or relating to the agreement shall be deemed a waiver, express or implied, of any privileges or immunities of the United Nations.

11. Any controversy or dispute arising out of this agreement shall be settled by negotiation between the Parties. In case the controversy or dispute is not resolved by negotiation, either Party shall have the option to request the appointment of an arbitrator by the President of the International Court of Justice. The procedure of the arbitration shall be fixed, in consultation with the Parties, by the arbitrator. The arbitral award shall contain a statement of the reasons on which it is based. The Parties agree to accept the arbitral award as the final adjudication of the controversy or dispute. The expenses of the arbitration shall be borne equally by the Parties to this agreement.

12. The agreement shall become effective from 1 January 2014

For the United Nations

By: United Nations Economic Europe

Title: Ms. Leslie Cleland
Executive Officer

Date: 23 October 2013

For the Russian Federation

By: JSC “Russian Railways” Commission for

Title: Mr. Sergey Stolyarov
Head of the International Cooperation Department

Date: 23 October 2013