
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is signed on

31/10/2018

Between:

1. **CENTRE FOR TRANSPORTATION STUDIES FOR THE WESTERN MEDITERRANEAN** having its headquarters at Av. de Josep Tarradellas, 40, entresol 08029 Barcelona, Spain (Hereinafter referred to as "CETMO");
2. **UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE**, having its headquarters at Palais des Nations, CH - 1211 Geneva 10, Switzerland (hereinafter referred to as "UNECE").

CETMO and UNECE are hereinafter referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS,

- A) CETMO is a non-profit organization that promotes cooperation in transport in the Western Mediterranean, i.e. the countries in Southern Europe (France, Italy, Malta, Portugal and Spain) and the Maghreb (Algeria, Libya, Mauritania, Morocco and Tunisia), representing these countries the CETMO partner countries;
- B) UNECE is regional commission established by the United Nations Economic and Social Council to promote greater economic integration and cooperation by bringing together its 56 Member States located in Europe, North America and Asia; and
- C) The Parties recall the meeting on transport development in the Mediterranean region within the framework of the UNECE, held in Thessaloniki (Greece) from 2 to 4 October 1984, which led to the creation of CETMO,

NOW, THEREFORE, in recognition of their common interests and objectives, and in order to supplement and strengthen the existing understandings amongst the Parties with respect to cooperation in the sector of transport, the Parties confirm their mutual understanding on the following:

ARTICLE-1 PURPOSE

1.1 The Purpose of this MOU is to promote the development of an international integrated intermodal transport and logistics system for CETMO partner countries, which will contribute to the promotion of economic development and social progress in Western Mediterranean region as a cross road for corridors connecting Africa and Europe. To this end, the Parties plan to work together on further development of Southern Europe and the Maghreb corridors connecting Africa and Europe

through CETMO partner countries as well as implementation and promotion of the international UN transport related conventions/agreements.

1.2 The purpose of this MOU is strictly limited to expressing a desire of the Parties for mutual cooperation. In no event shall this Memorandum, or any amendment hereof, operate to create financial or administrative or legal obligations on the part of either Party, nor does it prevent the parties from pursuing the objectives set forth in this Memorandum on their own or with other third parties.

1.3 This MOU shall not in any manner supersede the existing understandings and other arrangements between the Parties.

ARTICLE-2 SCOPE OF COOPERATION

Within the context of their respective mandates, objectives and procedures, the Parties shall cooperate in the following areas:

- (a) Identifying and addressing jointly international transport and logistics issues of priority;
- (b) Developing and implementing, as appropriate, joint programs and projects in mutually identified areas;
- (c) Organizing workshops, seminars and meetings jointly; and
- (d) Exchanging analytical reports, publications, technical materials, expert services and other information related to the purposes of this MOU.

ARTICLE-3 OBJECTIVES

Cooperation and partnership between the Parties under this MOU is based on the overarching mutual recognition of:

- (a) The need for long-term approach to inclusive and sustainable development;
- (b) The need for encouraging full participation of all stakeholders; and
- (c) The need for designing, implementing and maintaining result-oriented development policies and programs.

ARTICLE-4 FOCUS OF JOINT ACTIVITIES

4.1 With a view to achieving the purposes of the MOU, the Parties intend to:

- (a) Identify investment priorities for the development of Southern Europe and the Maghreb corridors through close cooperation in the work carried out under UNECE EATL project;
- (b) Promotion of those investment priorities to appropriate IFIs and other donors through the organization of capacity building workshops, conferences etc.;
- (c) Support transport infrastructure development including upgrading of priority road and railway routes and construction of missing links, logistics centres, dry ports, and so on;
- (cl) Promote the development of an international integrated intermodal transport and logistics system for the CETMO partner countries;
- (e) Cooperate in the creation of the International Transport Infrastructure Observatory in the framework of Working Party on Transport Trends and Economics (WP.5) by encouraging its

expansion to Western Mediterranean region and by collecting and using all appropriate data and information in order to make it operational for CETMO partner countries;

- (t) Assist the CETMO partner countries in formulating and implementing policies, plans and strategies aimed at accelerating investment in the transport sector, including through public-private partnership;
- (g) Promote the development of intermodal transport corridors as a comprehensive approach to addressing both infrastructure development and facilitation measures to increase efficiency of the transport sector in the logistics and supply chain;
- (h) Promote the accession of Maghreb countries to UNECE-administered Agreements and Conventions aiming at facilitating international transport and trade;
- (i) Facilitate international road, rail and inland waterway transport, particularly through the simplification and harmonization of administrative border crossing procedures and documentation;
- (j) Develop safety and security in transport by all modes throughout the region;
- (k) Pursue the objective of sustainable transport development by reduction of the negative impact of transport on the environment;
- (l) Enhance national capabilities and devise effective strategies and programs for human resources development in CETMO partner countries as well as CETMO;
- (m) Carry-out transport development and performance reviews of the CETMO partner countries;
- (n) Jointly organized capacity building workshops in order to identify/ further analyse or develop all the above-mentioned topics and areas of cooperation; and
- (o) Promote the implementation of the Sustainable Development Goals (SDGs) in the region.

ARTICLE-5 EXCHANGE OF INFORMATION

The Parties recognize that effective cooperation in the transport sector depends on open, comprehensive and regular exchange of information. To the extent possible in accordance with their respective policies concerning disclosure of information, the Parties intend to make appropriate arrangements to:

- (a) exchange copies of publications and all public documents related to transport sector, and
- (b) exchange information posted on their respective websites of conferences, seminars and workshops being organized or sponsored;

ARTICLE-6 RECIPROCAL INVITATIONS

The Parties recognize that appropriate representation is important to emphasize their common interests, purposes and intentions in substantive terms. The Parties therefore intend to invite each other, where appropriate, to meetings, conferences, seminars and workshops relevant to cooperation in the priority areas set out in this MOU.

ARTICLE-7 PERIODIC CONSULTATIONS

The Parties recognize the significance of convening periodic mutual consultations to review the planned, ongoing, implemented, and achieved activities under this MOU, to evaluate the results of such activities and to explore and discuss new challenges, opportunities and problems related to the

areas of cooperation under this M O U. It is the understanding of the Parties that such consultations shall be conducted periodically as and when required.

_ARTICLE-8 FOCAL POINTS

For purposes of coordination and administration of this MOU, the Parties designate their respective contact/focal points as follows:

For CETMO: Mr. Oscar Oliver Cristià

Attention : The Director General

Av. de Josep Tarradellas, 40, entl.08029 Barcelona, Spain

Tel.: + 34 93 430 52 35

Fax:

Email : oscar.oliver@cetmo.org

For UNECE: Mr. Yuwei Li

Attention: The Director, Transport

Sustainable Transport Division

Palais des Nations, CH - 1211 Geneva 10

Switzerland

Tel.: +41(0) 22 917 24 00

Fax: +41(0) 22 917 00 39

Email: liy@un.org

ARTICLE-9 PREPARATION, IMPLEMENTATION AND EVALUATION OF ACTIVITIES

9.1 The Parties will endeavor to prepare:

- a. A list of all current operational cooperation activities and their status of implementation;
- b. A list with a brief description of all planned cooperation activities for the next years; and
- c. An indicative list of planned cooperation activities for two subsequent years.

9.2 The Parties will endeavor to ensure that:

- a. Their respective appropriate program managers will be responsible for the implementation of cooperation activities listed within their areas of responsibility activities under this MOU;
- b. Their respective appropriate program managers will provide brief reports as necessary to their respective Units on the status of implementation of all cooperation activities listed within their areas of responsibility under this MOU;
- c. The Parties will conduct joint mid-term reviews of the implementation of the MOU and consider further cooperation activities.

ARTICLE-10 ACKNOWLEDGEMENTS AND USE OF INSTITUTIONAL EMBLEMS

The Parties recognize that their involvement in cooperation activities under this MOU will be publicized. Therefore, the Parties understand that:

- a. There will be public acknowledgment of the role and contribution of each Party to cooperation projects in all public information documentation related to such cooperation;
- b. Information related to activities under this MOU may be made available through customary channels according to the normal procedures and policies of each Party. Results derived from joint research projects shall be published with public acknowledgement of the role and contribution of each Party; and
- c. Unless expressly authorized in writing by the other Party, neither Party shall in any manner whatsoever, use the name, emblem or official seal of the other Party in connection with its business or otherwise.

ARTICLE-11 TERM AND REVIEW OF THE MOU

11.1 Entry into force and duration: This MoU shall enter into force upon signature by both Parties and will remain in effect for a period of 3 years. This MoU will be automatically renewed at the end of the term for a successive period of three years unless terminated by the Parties in accordance with the provisions specified in Section 11.3 herein.

11.2 This MOU may be amended at any time by mutual agreement of the Parties and the intention to amend any terms and/or conditions shall be communicated to the Parties in writing.

11.3 This MoU may be terminated by mutual agreement of the Parties or by either Party providing sixty (60) days advance written notice to the other Party. In any such event, the Parties shall take all necessary actions as required to promptly and in an orderly manner terminate any on-going activities or projects carried out under this MOU.

ARTICLE-12 SETTLEMENT OF DISPUTES

12.1 Any dispute arising from the application or interpretation or in connection with the present MOU shall be settled by amicable and good-faith consultations and negotiations between the Parties.

ARTICLE-13 PRIVILEGES AND IMMUNITIES

13.1 Nothing in this Agreement shall be deemed a waiver, expressly or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

ARTICLE-14 SPECIAL MEASURES FOR PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

14.1 Sexual exploitation and sexual abuse violate universally recognized international legal norms and standards. Such conduct is prohibited by the United Nations Regulations and Rules. When entering into this agreement with UNECE, you agree that you accept these standards. Failure on your part to take preventive measures against sexual exploitation or sexual abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or sexual abuse has occurred are grounds for termination of any agreement with the UNECE.

ARTICLE-15 MISCELLANEOUS

15.1 Any specific activity under this MOU shall be governed by a separate project document or written agreement/communication.

15.2 Any specific activity under this MOU shall be subject to the approval of the respective authorities of the Parties in accordance with their rules and procedure.

15.3 All information obtained and derived from exchange of information either in writing or otherwise shall be treated as confidential during and after the expiration of this MOU unless otherwise mutually agreed upon in writing by the Parties.

15.4. Each Party to this Agreement hereby warrants and represents that the person signing below is duly authorized under applicable law and regulation to execute this Agreement on behalf of its respective Party and thereby to bind such Party to the terms hereof.

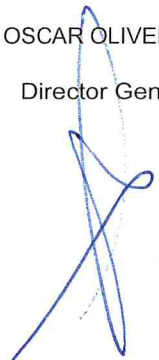
[END OF ARTICLES]

EXECUTION PAGE

IN WITNESS WHEREOF, the undersigned duly appointed representatives of the Parties have signed the present MOU concerning Transport Development in CENTRE FOR TRANSPORTATION STUDIES FOR THE WESTERN MEDITERRANEAN (CETMO) Region in two counterparts on the day and year first above written.

FOR AND ON BEHALF OF
CENTRE FOR TRANSPORTATION STUDIES FOR THE WESTERN MEDITERRANEAN

MR. OSCAR OLIVER CRISTIA
Director General



FOR AND ON BEHALF OF
UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE

MRS. OLGA ALGAYEROVA
Executive Secretary



