

Memorandum of Understanding
between
the United Nations Economic Commission for Europe
and
the Institute for Road Traffic Education

WHEREAS the United Nations Economic Commission for Europe (hereinafter referred to as “UNECE”) is the regional commission established by the United Nations Economic and Social Council (ECOSOC) to promote pan-European economic integration;

WHEREAS UNECE facilitates greater economic integration and cooperation, promotes sustainable development and economic prosperity, and contributes to enhancing the effectiveness of the United Nations through the regional implementation of outcomes of global United Nations conferences and summits;

WHEREAS UNECE sets out norms, standards and conventions to facilitate international cooperation within and outside its region;

WHEREAS UNECE is mandated to carry out a program of work in the area of sustainable transport, including in the area of road safety;

WHEREAS the Institute for Road Traffic Education (hereinafter referred to as “IRTE”), based in New Delhi, India, is a research, not-for-profit organization working in the area of traffic management since 1991;

WHEREAS the IRTE’s College of Traffic Management serves as a centre of excellence in road safety as recognized at an international conference co-organized by the India’s Ministry of Road Transport and Highways and National Highway Traffic Safety Administration;

WHEREAS IRTE is dedicated to working, in partnership with governments, academia, and the private sector, towards improving all domains of traffic management in which safety is an inherent virtue;

WHEREAS IRTE has a roster Consultative Status granted by ECOSOC;

WHEREAS IRTE’s principle objective is to improve traffic management and road safety by exchanging information, sharing good practices, and catalyzing capacity building of government and non-government organizations.

BUILDING UPON previous collaboration between UNECE and IRTE in the area of road safety;

NOW THEREFORE, UNECE and IRTE (hereinafter referred to collectively as the “Parties”) represented respectively by the UNECE Executive Secretary and the

President of IRTE have entered into the present Memorandum of Understanding (hereinafter referred to as “MoU”).

Article I

Purpose

- 1.1 The purpose of this MoU is to provide a framework for UNECE and IRTE to promote road safety and collaborate in the areas of mutual interest. To this end, the Parties intend to cooperate to encourage United Nations member States to develop, accede to and/or to better implement United Nations road safety legal instruments including the 1968 Convention on Road Traffic, the 1968 Convention on Road Signs and Signals, the 1958 and 1998 agreements on technical vehicle regulations, the 1997 agreement on periodic technical inspection of vehicles and the 1957 agreement on transport of dangerous goods by road as well as the use of the European Agreement concerning the Work of Crews of Vehicles engaged in International Road Transport (AETR).

Article II

Objectives

- 2.1 Cooperation and partnership between the Parties under this MoU is based on the overarching mutual recognition of:
 - (a) The need for a long term approach to enhancing global road safety, including meeting the road safety objectives contained in Sustainable Development Goal 3.6 (to halve the number of road fatalities by 2020) and Sustainable Development Goal 11.2 (to provide access to safe, affordable, accessible and sustainable transport systems for all, improving road safety, notably by expanding public transport, with special attention to the needs of those in vulnerable situations, women, children, persons with disabilities and older persons by 2030);
 - (b) The need for encouraging full participation of all stakeholders in implementing the activities of the 2011-2020 United Nations Decade of Action for Road Safety and a possible future 2021-2030 United Nations initiative for road safety and to address road safety holistically, starting with the implementation or continuation of a road safety management system, including interdepartmental and cross-sectoral cooperation, and developing national road safety plans in line with the Global Plan for the Decade of Action;
 - (c) The need for designing, implementing and maintaining results-oriented development of road safety policies aimed especially at protecting vulnerable persons among road users, including pedestrians, cyclists and motorcyclists.
 - (d) The need for catalyzing capacity building initiatives related to manpower, legal instruments, standard operating procedures, technology and management through the process of research, training, workshops and conferences with

stakeholders from the government, academic, research and other United Nations bodies for promoting safety in all domains of road traffic management.

Article III

Areas of Cooperation

- 3.1 Within the context of the respective mandates, objectives and procedures, the Parties endeavour to cooperate in the following areas:
- (a) identifying and addressing jointly policies and measures which support the accession to and implementation of United Nations road safety legal instruments;
 - (b) developing and implementing, as appropriate, joint initiatives and programs related to road safety management capacity-building, and the safety of pedestrians, cyclists and motorcyclists;
 - (c) in context of point (b) above, the Parties agree to pay particular attention to promoting comprehensive policies and actions on powered two wheelers, such as training, driver licensing, registration, working conditions and the use of helmets and personal protection equipment, within the existing international standards, given the disproportionately high and increasing numbers of two wheeler deaths and injuries globally, especially in low and middle income countries;
 - (d) organizing workshops, seminars and meetings supporting activities related to paragraphs (a) and (c); and
 - (e) exchanging analytical reports, publications, technical materials, expert services and information related to the purpose of the MoU.

Article IV

Implementation

- 4.1 The Parties agree to carry out their respective responsibilities in accordance with the provisions of this MoU. The Parties agree to join efforts and to maintain a close working relationship in order to achieve the objectives of collaboration under the present MoU.
- 4.2 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.
- 4.3 As applicable and, if found necessary by the Parties, each project shall contain the terms and conditions for its implementation, including, but not limited to, clear deliverables, time frames, and funding arrangements, specified in a separate project document to be agreed upon and signed by both parties.
- 4.4 Project documents may be modified at any time by written agreement of the Parties through their MoU Focal Points designated below.

- 4.5 The Parties shall refrain from any action that may adversely affect the interests of the other Party and shall fulfill their commitments with fullest regard for the terms and conditions of the MoU and the objectives of UNECE and IRTE.

Article V

MoU Focal Points

- 5.1 The Parties have designated MoU Focal Points, as indicated below, to plan and develop activities under this MoU and to ensure its proper implementation.

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Article VI

Intellectual Property Rights

- 6.1 The Parties agree that there will be no joint intellectual property rights.
- 6.2 Entitlement to all intellectual property rights, including but not limited to, patents, copyrights and trademarks, with regard to materials produced and published by either of the Parties pursuant to the provisions of the present MoU shall be agreed upon in advance in writing by both Parties.

Article VII

Reporting Requirements

- 7.1 The Parties shall keep each other informed of all relevant activities pertaining to this collaboration and shall hold consultations as appropriate, in order to evaluate the progress in the implementation of this MoU and to revise and develop new plans for current or prospective activities.

Article VIII

Settlement of disputes

- 8.1 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 IX

Privileges and immunities

- 9.1 Nothing in or relating to the present MoU may be understood as constituting or implying a waiver from the privileges and immunities enjoyed by UNECE under the terms of the 1946 Convention on the Privileges and Immunities of the United Nations.

Article X

General Provisions


- 10.1 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 four 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 10.3.
- 10.2 Amendments: This MoU may be amended only by written agreement of both Parties.
- 10.3 Termination: This MoU may be terminated by mutual agreement of the Parties or by either Party providing 90 days advance written notice to the other. 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 carried out under this MoU.
- 10.4 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.
- 10.5 The Parties recognize that they are legally separate and independent of each other. Neither Party has the authority to act on behalf of the other.
- 10.6 This MoU does not create legally binding obligations between the Parties.

10.7 The implementation of the MoU does not have financial or budgetary implications for either Party.

IN WITNESS WHEREOF, the Parties have signed this MoU in two (2) originals in the English language on the date set forth below:

For UNECE:

Ms. Olga Algayerova

Signature: 

Date: 19.02.2018

For IRTE:

Mr. Rohit Baluja

Signature: 

Date: 19 March 2018