

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

ANNEX E

**Agreement between the UNECE and the Government of the
Republic of Serbia on the
Trans-European Railway Project Central Office**

**Agreement
between the United Nations and the Republic of Serbia
on the Trans-European Railway Project Central Office**

Recognizing that the Republic of Serbia decided to host the operation of the Trans-European Railway Project Central Office (hereinafter, TER PCO) in Belgrade,

Recognizing that TER PCO shall carry out the functions prescribed for it in the TER Co-operation Trust Fund Agreement by the United Nations Economic Commission for Europe (hereinafter, TER Agreement), which was done in Geneva, on 17 December 1992. The Law on ratification of this Agreement has been published in the Official Gazette of the Republic of Serbia – International agreements, No. 1/2010 of 21 May 2010,

Therefore the United Nations (hereinafter, UN) and the Republic of Serbia (hereinafter, RS) represented by the United Nations Economic Commission for Europe (hereinafter, UNECE), representing the Trans-European Railway Project, (hereinafter, Parties) have agreed as follows:

**Article 1
Purpose of the Agreement**

1. The purpose of the present Agreement is to provide a framework for the activities of TER PCO in Belgrade in accordance with the aims, recommendations and guidelines laid down in the TER Agreement.
2. TER PCO will operate under the overall direction of the TER Steering Committee with guidance from UNECE as executing agency pursuant to the TER Agreement. The leading partners of TER PCO on the part of the Republic of Serbia shall be the Ministry of Construction, Transport and Infrastructure (hereinafter "MCTI") and the Ministry of Foreign Affairs (hereinafter "MFA") and, on the part of the United Nations, the UNECE will represent TER PCO.
3. For the purposes of cooperation between foreign partners and Serbian organizations, TER PCO shall have access to appropriate infrastructure in the Republic of Serbia.

**Article 2
Headquarters**

For the duration of this Agreement, TER PCO's seat shall be located in Belgrade.

**Article 3
Obligations of the Republic of Serbia**

1. The Republic of Serbia undertakes to provide at its own cost the following for the operation of TER PCO:

- an office space consisting of two (2) offices with a total area around of 40 m,² supplied with appropriate furniture (including curtains, carpets, lighting) as well as usage of associated utility rooms;
 - a passenger car for official use;
 - direct phone lines (1 ISDN line, 2-3 main lines) with fax and internet connections, and with corresponding IT support;
 - two English speaking local officials (technical and administrative staff to provide support to TER PCO, one official being an employee of the "Infrastructure Serbian Railways" JSC appointed for the needs of TER PCO (full working time) and one official employed by the Ministry of Construction, Transport and Infrastructure who would be responsible for performing specific professional activities related to the operation of TER PCO (for the time period of a maximum of 40 working hours per month). In no event shall such locally recruited staff be considered UN staff members, consultants or contractors.
2. Serbian competent authorities shall provide TER PCO with appropriate utility services, including electricity, water supply, wastewater disposal, waste collection, internet, postal and telecommunication services without any limitations. In case of interruption or failure of the provision of services, the competent Serbian authorities shall provide equal conditions for TER PCO at the same level as for key government agencies. The Republic of Serbia shall also take appropriate measures to ensure continued operation of TER PCO.

Article 4 **Costs of operations of TER PCO**

The Republic of Serbia undertakes to provide, at its sole cost, the following services related to the operations of TER PCO:

- a) salaries and remuneration of the local staff members provided by the Government of the Republic of Serbia, as well as other benefits based on standard employment conditions in the Republic of Serbia,
- b) operation of the passenger car used for the official purposes within the territory of the Republic of Serbia (fuel, road tolls, maintenance, appropriate insurance and registration),
- c) The Republic of Serbia undertakes to provide to UNECE, upon request, information on the yearly costs of staff and services provided for the operation of TER PCO.

Article 5 **Obligations of TER PCO resulting from the project budget set forth in** **TER Agreement – Attachment 1**

On the basis of the above-mentioned provision, TER PCO assumes the following obligations resulting from the project budget as set out in TER Agreement - Attachment 1 Part 2:

- a) office supplies and technical equipment for the TER PCO,
- b) payment of all fees for the use of telephone, fax, internet and postal services,
- c) operation of the passenger car for official purposes outside of the territory of the Republic of Serbia (fuel, road tolls if applicable, insurance, reparation of damages which occurred outside of the territory of the Republic of Serbia).

Article 6
TER PCO local staff

In accordance to the needs of the Project, the TER Project Manager, who will manage the activities of the TER PCO, will be assisted by local staff provided by the Republic of Serbia who will not enjoy the privileges and immunities guaranteed by the UN Convention on Privileges and Immunities.

Article 7
Settlement of disputes

1. The Parties shall endeavor to settle any differences and disputes arising out of the implementation or interpretation of the present Agreement by means of negotiations.
2. If differences and disputes cannot be settled by means of negotiations, the Parties agree to refer eventual issues to arbitration under the UNCITRAL rules then obtaining.

Article 8
Privileges and immunities

1. The UN Convention on the Privileges and Immunities, signed on 13 February 1946 (hereinafter, UN Convention) shall apply to the TER PCO, whose premises, wherever located, shall be considered as premises of the UN, following the approval of the competent ministry.
2. The United Nations staff engaged on the TER PCO project shall enjoy the privileges and immunities granted to UN staff under the UN Convention. Section 18, items (b), (c), (d), (e), (f) and item (g) of article V (Officials) of the UN Convention shall not apply to the nationals of the Republic of Serbia recruited by the UN for TER PCO within the territory of the Republic of Serbia.
3. For the purposes of the TER Project, international TER PCO project staff engaged under a special services agreement of the UN, shall be entitled to the privileges and immunities in the Republic of Serbia as set forth under Sections 18, 19, 20 and 21 of article V (Officials, appointed to serve in the Republic of Serbia) and under sections 22 and 23 of article VI (Experts on missions for the UN, appointed to serve in the Republic of Serbia) of the UN Convention.
4. Notwithstanding Article 6, the local staff engaged on the project, provided by the Government of the Republic of Serbia to TER PCO, will be awarded immunity from legal process with respect to words spoken or written and in respect of all the actions that they carry out performing official duties on the project. During the performance of these actions, they will be under the supervision of the TER Project Manager.
5. For the purposes of the UN Convention, when local project staff provided by the Republic of Serbia are required to travel on official mission for the TER PCO outside the Republic of Serbia, 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.

6. The experts delegated by the UN Economic Commission for Europe (UNECE) or by the 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 Republic of Serbia, including the period of their travel, as set forth in Article VI of the UN Convention. The delegates of the governments that signed the TER Agreement, who attend the meetings organized by TER PCO, are entitled to the privileges and immunities provided in Sections 12 and 13 of Article IV of the UN Convention during the performance of their duties and during their travel to the Republic of Serbia and back, as well as to all other benefits provided by the domestic legal regulations.
7. It is understood that the stated privileges and immunities are granted to these officials in the interests of the United Nations Organization 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 9 **Purchase of goods and services**

1. TER PCO shall enjoy the privileges and immunities under the UN Convention on the Privileges and Immunities within the territory of the Republic of Serbia related to the purchase of products and services used for official purposes by TER PCO in the Republic of Serbia.
2. TER PCO shall pay the costs for purchased goods and services in the Republic of Serbia for the purposes of the TER Project in Serbian dinars (RSD).

Article 10 **Final provisions**

1. This Agreement is concluded for a period of two (2) years from its entry into force.
2. This agreement can be extended by an exchange of letters between the Parties. The Republic of Serbia will send a written notice on its intention to prolong this Agreement, not less than 6 (six) months prior to its expiration date.
3. This Agreement may be terminated after the first year of its validity and prior to its expiration date, upon written notice of either party. In the event of termination prior to the expiration date, the termination of the Agreement shall take effect no less than six (6) months after the date of the notification of termination.
4. In the event of termination in accordance with Section 3 of this Article, the relevant provisions of this Agreement shall continue to be applied for the period of time required to complete the tasks of the project and for the relocation or return of its internationally recruited staff.
5. This Agreement may be amended by the written consent of both Parties. The amendments of the Agreement shall enter into force on a mutually agreed date by the Parties.

Article 11
Entry into force

This Agreement shall enter into force 30 (thirty) days from the date of delivery of the latest mutual notice through diplomatic channels by each Party, on finalization of their internal processes and procedures for its entry into force

IN WITNESS WHEREOF, the undersigned plenipotentiaries have signed this Agreement.

Done at Belgrade, on April 11th 2016, in two duplicities, in English and Serbian language, where all texts are equally authentic. In case of any divergence of interpretation the English version is authoritative.

Done at Geneva, on 25/4 2016, in English

FOR THE UNITED NATIONS



Christian Friis Bach
Executive Secretary
of the United Nations
Economic Commission for Europe

FOR THE REPUBLIC OF SERBIA



Zorana Mihajlović, Ph.D,
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