



UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE

**TRANS-EUROPEAN NORTH-SOUTH MOTORWAY
(TEM)
CO-OPERATION TRUST FUND AGREEMENT**

UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE

**TRANS-EUROPEAN NORTH-SOUTH MOTORWAY (TEM)
CO-OPERATION TRUST FUND AGREEMENT**

Agreement between the United Nations Economic Commission for Europe (ECE), on the one hand, and the TEM participating Governments on the other, which hereby agree as follows:

ARTICLE I

Scope of the Agreement

The United Nations Economic Commission for Europe and the TEM Governments hereinafter referred to as the participating Governments, have agreed to cooperate in the implementation of a project entitled “Trans-European North-South Motorway (TEM)”, hereinafter referred to as “the project”, a description of which is summarized in attachment A. The United Nations Economic Commission for Europe and the participating Governments have further agreed that the United Nations Economic Commission for Europe is to be the Executing Agency for the said project.

ARTICLE II

The participating Governments will contribute funds to meet the costs of the project, as described below.

ARTICLE III

The Executing Agency shall be responsible under the terms of this Agreement and on the basis of the TEM Steering Committee's decisions relating to the work programme and budget for the management of the funds contributed by the participating Governments to meet the costs of the project:

The Executive Secretary of the United Nations Economic Commission for Europe will furthermore discharge such secretariat functions as are assigned to him under this Agreement and as may be determined by the parties.

ARTICLE IV

1. Every participating Government shall, in the manner referred to in paragraph 2 below, place at the disposal of the United Nations the sum of \$7,500 per annum, supplemented as the case may be by additional contributions from any other source and the United Nations Economic Commission for Europe shall use such funds to meet the costs of the project as shown in attachment A.

2. Every participating Government shall deposit the aforesaid funds, in convertible currencies of unrestricted use, to an account designated by the United Nations Economic Commission for Europe at the Swiss Bank Corporation, Case postale 2770, CH 1211 Genève 2, not later than January of each year.
3. The United Nations Economic Commission for Europe shall establish a trust fund under the Financial Regulations and Rules of the United Nations for the receipt and administration of the aforesaid funds.
4. The trust fund and the activities financed there from shall be administered by the United Nations Economic Commission for Europe in accordance with the applicable United Nations regulations, rules and directives. Accordingly, personnel shall be engaged and administered; equipment, supplies and services purchased; and contracts entered into in accordance with the provisions of such regulations, rules and directives.
5. All financial accounts and statements shall be expressed in United States dollars.

ARTICLE V

1. The trust fund shall be charged with expenditures incurred by the United Nations Economic Commission for Europe in the performance of project activities under this Agreement.
2. The trust fund will also be charged with thirteen (13) percent of all expenditures from the trust fund, which percentage shall be a charge for programme support services provided by the United Nations Economic Commission for Europe in the implementation of the project financed under the trust fund.
3. The trust fund will also be charged with an amount equivalent to one (1) percent of the remuneration or net salary of persons engaged by the executing agency, and whose engagement is financed by the trust fund, to provide a reserve for coverage of any claim for service-incurred death, injury or illness, under the applicable United Nations regulations and rules or contracts, which reserve cannot be refunded to the participating Governments.

ARTICLE VI

1. The United Nations Economic Commission for Europe shall commence and continue to conduct operations under this Agreement on the receipt of contributions.
2. The United Nations Economic Commission for Europe will not make any commitments above the amounts specified for expenditure in the project.
3. If unforeseen expenditures arise, or if the amount of the annual contribution determined in Article IV paragraph 1 above, prove to be insufficient to meet the cost of the project, the United Nations Economic Commission for Europe will submit a supplementary budget to the participating Governments showing the further financing that will be necessary. If no such further financing is available, the assistance provided to the project under this

Agreement may be reduced or, if necessary, terminated by the United Nations Economic Commission for Europe. In no event will the United Nations Economic Commission for Europe assume any liability in excess of the funds provided in the trust fund.

ARTICLE VII

Ownership of equipment, supplies and other property financed from this trust fund shall vest in the United Nations. On the termination or expiration of this Agreement, the matter of ownership shall be a subject for consultations between the participating Governments and the executing agency.

ARTICLE VIII

Evaluation of the project activities financed from this trust fund, shall be undertaken jointly by the United Nations Economic Commission for Europe and the participating Governments periodically as appropriate.

ARTICLE IX

This trust fund shall be subject exclusively to the internal and external auditing procedures laid down in the financial Regulations, Rules and directives of the United Nations.

ARTICLE X

The United Nations Economic Commission for Europe shall provide the participating Governments with the following statements and reports prepared in accordance with the United Nations accounting and reporting procedures:

- (a) An annual financial statement showing income, expenditures, assets and liabilities as of 31 December each year with respect to the funds provided by the donor Government;
- (b) A final report and final financial statement within six months after the date of expiration or termination of this Agreement.

ARTICLE XI

The United Nations Economic Commission for Europe shall, in consultations with the TEM Steering Committee, notify the participating Governments when, in its opinion, the purposes for which the trust fund was established have been realized. The date of such notification shall be deemed to be the date of expiration of this Agreement, subject to the continuance in force of article XIV for the purposes there stated.

ARTICLE XII

Any member State of the United Nations Economic Commission for Europe as well as States having consultative status with the Commission and regional economic integration organizations constituted by sovereign States members of the United Nations Economic Commission for Europe which have competence in matters covered by the present agreement which desire(s) to participate in the project and consequently in this Agreement, shall so notify the Executive Secretary of the United Nations Economic Commission for Europe. The latter shall transmit a copy of this notification to the participating Governments.

If no objection is received by the Executive Secretary within ninety days of his communication to the parties thereto concerning the intended participation, the State, or the organization concerned will become a Contracting Party to the Agreement, subject to the execution of its obligations, *inter alia*, under article I. The Executive Secretary will inform the Parties accordingly.

ARTICLE XIII

This Agreement may be terminated by either the United Nations Economic Commission for Europe or the participating Governments on 30 days' written notice to the other party, subject to the continuance in force of article X for the purposes there stated.

ARTICLE XIV

On termination or expiration of this Agreement under article XI or XIII, the funds will continue to be held by the United Nations Economic Commission for Europe until all expenditures incurred by the United Nations Economic Commission for Europe have been satisfied from such funds. Thereafter, any surplus remaining in the trust fund shall be disposed of as indicated by the participating Governments.

ARTICLE XV

This Agreement shall be open for signature by all TEM states. It shall enter into force upon signature by the United Nations Economic Commission for Europe and by the following TEM participating Governments: Hungary, Italy, Poland, Romania and Yugoslavia.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in English language in two copies at Geneva.

Signed

For the Government of Hungary, 18-12-1991

For the Government of Italy, 19-12-1991

For the Government of Poland, 18-12-1991

For the Government of Romania, 18-12-1991

For the Government of Yugoslavia, 18-12-1991

For the Government of Bulgaria, 28-02-1992

For the Government of Czech and Slovak Federal Republic, 05-02-1992

For the Government of Turkey, 02-09-1992

For the Government of Croatia, 21-07-1993

For the Government of Lithuania, 24-10-1994

For the Government of Georgia, 17-07-1996

For the Government of Bosnia and Herzegovina, 26-11-1996

For the Economic Commission for Europe:

18-12-1991, 02-09-1992, 21-07-1993, 24-10-1994, 14-03-1997

ECONOMIC COMMISSION FOR EUROPE
TRANS-EUROPEAN NORTH-SOUTH MOTORWAY (TEM)
CO-OPERATION TRUST FUND AGREEMENT

ATTACHMENT A

PART 1

PROGRAMME OF WORK FOR 2005 - 2008

TRANS-EUROPEAN NORTH-SOUTH MOTORWAY PROJECT (TEM)
PROGRAMME OF WORK FOR 2005 – 2008

OBJECTIVE		ACTIVITY	
No	Description	No	Description
1	Continuation of the development of TEM network and promotion of accelerating of its construction	1.1.	TEM assistance to member countries in selected topics such as construction financing, legal framework, charges and tolls, Road Funds, concessions, etc.
		1.2.	Studies and activities aiming at maximum compatibility between the TEM network, TERN, Pan-European Transport Corridors and Euro-Asian links.
		1.3.	Border crossing inventory on TEM and facilitation recommendations
		1.4.	Development of TEMSTAT databases: data processing, management and updating.
2	Follow -up activities of the TEM Master Plan	2.1.	Implementation of TEM Master Plan: strategic plan of actions, connectivity, accessibility, prioritization, construction timetable, intermodal aspects, financing arrangements, etc.
		2.2	Presentation and follow-up activities on Master Plan conclusions and recommendations in cooperation with the TER Project and UNECE at the highest possible level.
		2.3	Completion of missing data of the Master Plan from countries which did not provide and update respective results.
		2.4	Completion of missing data of the Master Plan from countries which did not provide and update respective results.
		2.5.	Elaboration of proposals for effective monitoring the implementation of the TEM Master Plan.
		2.6.	Elaboration of plan of actions for periodical updating of the TEM Master Plan.

OBJECTIVE		ACTIVITY	
No	Description	No	Description
3	TEM involvement in the development of Euro-Asian Transport Linkages	3.1.	Elaboration of a strategy for the effective involvement of TEM in the development of the Euro-Asian Transport Linkages.
		3.2.	Developing new contacts and relationships with countries involved in the Euro-Asian Transport Linkages and encouraging their full membership in the TEM Project.
		3.3.	Transfer of know-how to countries involved in the Euro-Asian Transport Linkages and sharing TEM experience and practices with them.
		3.4.	Organization of training courses in countries involved in the development of the Euro-Asian Transport Linkages.
		3.5.	Promotion and application of revised TEM Standards and Recommended practice in countries involved in the development of the Euro-Asian Transport Linkages.
4	Continuation of the Short-term Strategy (Action Plan)	4.1.	Investigation of alternative links within the TEM region incorporating intermodal approach.
		4.2.	Assistance in harmonization of legislative/administrative status of TEM network operation and removal of obstacles by promoting modern technologies.
		4.3.	Development of co-operation with other European NGOs (CLECAT, FEPI, EIA, ESPO, ECSA).
		4.4.	Connecting TEM plans with TER and other components of the network (Rail - Sea Ports – Inland Ports – Air Ports – SSS Connections – Inland Navigation).
		4.5.	Further strengthening of TEM interest in application of new technology and techniques (telematics, informatics, etc.).
		4.6.	Continuation and further strengthening of co-operation with UNECE Inland Transport Committee subsidiary bodies.

OBJECTIVE		ACTIVITY	
No	Description	No	Description
		4.7.	Regular evaluation of the Project at the end of the phase and specification of criteria for assessment of degree of success or failure
5	Promotion of TEM and international co-operation	5.1.	Development of new contacts and relationships with 8 non-member countries covered by the TEM Master Plan for their joining the Project.
		5.2	Providing information on TEM for general public: information booklet, international events, mass media, etc.
		5.3	Co-operation with governmental organizations/institutions active in transport sphere, especially with the respective bodies of European Union, CEI and ECMT as well as with other respective organizations such as CEDR, IRU, HEEP, ASECAP, ERTICO and IRF.
		5.4	Supporting and facilitation of bilateral and multilateral co-operation and co-ordination of motorway construction, maintenance and operation between TEM member and associate member countries.
6	Ensuring safe, sustainable and homogeneous driving conditions on TEM by assisting in TEM design, maintenance, operation and administration	6.1	Promotion and application of revised TEM Standards and Recommended Practice inside and outside the TEM region.
		6.2	Promotion of measures aimed at reduction of environmental impacts of motorways.
		6.3	Measures and motorway elements to improve traffic safety and remove black spots on TEM.
		6.4	Promotion and assistance in the implementation of most recent motorway maintenance methods and technologies incl. Pavement and Bridge Management Systems and Maintenance Management Systems
		6.5	Exchange of experience on public participation in planning and design stages of motorway construction.
		6.6	Road transport infrastructure security.

OBJECTIVE		ACTIVITY	
No	Description	No	Description
		6.7	TEM ware: PCO role as clearing house for exchange of information on software.
		6.8	Promotion of Intelligent Transport Systems on roads and motorways and assistance in their implementation.
		6.9	Promotion of user oriented management of roads, motorways and traffic.
		6.10	Survey on identification of additional needs of TEM countries in terms of assistance from the Project for design, building, operation and administration of motorways.
		6.11	Training of staff of TEM countries on technical and economic subjects
7	Assistance in the process of integration into the European multimodal transport system	7.1.	TEM co-operation with European Union's respective bodies and other relevant international bodies.
		7.2.	Co-operation with Comité Européen de Normalisation (CEN) in road standardization.
		7.3	Co-operation with TER PCO regarding combined transport, transport infrastructure interoperability and international aspects of both projects as well as sharing information, data and experience.
		7.4	TEM assistance in extension of the European Union's TERN to Central and Eastern Europe
		7.5	TEM assistance in monitoring and implementation of a coordinated transport system along the main Pan-European Transport Corridors (Helsinki 1997).
		7.6	TEM involvement in development of freight villages concept.
8	Project Management Enhancement	8.1.	Regular Meetings of Steering Committee
		8.2.	Meetings of Road Directors or their representatives

OBJECTIVE		ACTIVITY	
No	Description	No	Description
		8.3.	Strengthening of the PCO role, staff and functions
		8.4	Regular updating of TEM Project Action Plans (Short-term Strategies)
		8.5	Meetings of Permanent Table on Motorway Development and Coordination in TEM South-western Region
		8.6	Co-operation among TEM countries in all matters concerning road transport
		8.7	Technology transfer from outside the region and within the region
		8.8	TEM Project self evaluation
9	Establishment of new objectives according to emerging requirements		

ECONOMIC COMMISSION FOR EUROPE

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PART 2

PROJECT BUDGET FOR THE PERIOD 2005 - 2008

TRANS-EUROPEAN NORTH-SOUTH MOTORWAY PROJECT BUDGET FOR THE PERIOD 2005-2008 (in US \$)

COMPONENT	2005 - 2008	2005	2006	2007	2008
PROJECT PERSONNEL					
11.01 Project Manager	14,400	3,600	3,600	3,600	3,600
11.03 Consultants	9,200	2,300	2,300	2,300	2,300
13.00 Admin. Support	9,600	2,400	2,400	2,400	2,400
15.00 Official Travel	84,000	21,000	21,000	21,000	21,000
16.00 Mission Costs	16,000	4,000	4,000	4,000	4,000
19.00 Component Total	133,200	33,300	33,300	33,300	33,300
SUB-CONTRACTS					
21.00 Sub-Contracts	8,000	2,000	2,000	2,000	2,000
29.00 Component Total	8,000	2,000	2,000	2,000	2,000
TRAINING					
31.00 Fellowships	0,000	0,000	0,000	0,000	0,000
32.00 Group Training	144,000	36,000	36,000	36,000	36,000
39.00 Component Total	144,000	36,000	36,000	36,000	36,000
EQUIPMENT					
42.00 Non-Expendable Equipment	8,000	2,000	2,000	2,000	2,000
49.00 Component Total	8,000	2,000	2,000	2,000	2,000
MISCELLANEOUS					
51.00 Maintenance & Operations	4,000	1,000	1,000	1,000	1,000
53.00 Sundry	48,000	12,000	12,000	12,000	12,000
59.00 Component Total	52,000	13,000	13,000	13,000	13,000
TOTAL	345,200	86,300	86,300	86,300	86,300
PROGRAMME SUPPORT	44,800	11,200	11,200	11,200	11,200
PROJECT TOTAL	390,000	97,500	97,500	97,500	97,500

ECONOMIC COMMISSION FOR EUROPE

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ATTACHMENT A

PART 3

COOPERATION FRAMEWORK FOR 2005 - 2008

**TRANS-EUROPEAN NORTH-SOUTH MOTORWAY (TEM)
COOPERATION FRAMEWORK FOR 2005 - 2008**

The Governments of Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Italy, Lithuania, Poland, Romania, Slovakia and Turkey,

Wishing to improve the efficiency of transport operations,

Have agreed to continue their cooperation for the realization of the Trans-European North-South Motorway (TEM) network, pursuant to the following provisions:

I. OBJECTIVES

The main objectives of the TEM Project for the period 2005 - 2008 shall be:

A. Development Objectives

1. The Project shall be based on the firm intent of the signatory states to implement, improve and manage a Trans-European North-South Motorway (TEM) network. This network shall form a system of high-capacity roadways ensuring an adequate quality of services for traffic by providing for safety, speed and comfort based on commonly accepted and adopted standards and practices recommended for use by all TEM countries in order to provide its users with similar and harmonized conditions.
2. This network shall link the northern and the southern and south-eastern parts of Europe among them, with western Europe and Euro-Asian links via the participating countries, thus contributing to the achievement of a balanced pan-European transport system for goods and people.
3. The Trans-European North-South Motorway shall (a) satisfy the transport demand of long-distance and international traffic by offering an efficient and convenient mode of transport and at the same time constitute an important transit artery between the participating states linking them with adjacent states of Europe, Northern Africa and Western Asia and (b) constitute a vital element in removing gaps and imbalances existing in the transport infrastructure in this area and assist in the integration process of transport infrastructure systems of Europe thus promoting the overall development of the whole region.
4. Other objectives may be added should the participating states so decide and in the case of the availability of resources.

B. Immediate Objectives

1. To assist in accelerating of the construction of the TEM network through the identification of investment needs and priorities, investigation of financial resources needed for TEM construction, maintenance and operation and determination of appropriate and innovative pay-back systems for use at the TEM motorway.
2. To assist in designing, building, maintaining, operating and administering of the TEM motorway network on the territories of participating states as part of an integrated European international road infrastructure, thus filling the gaps in the existing motorway network between Western, Eastern, Central and South-Eastern Europe.
3. To assist in extending the TEM network to the neighbouring countries i.e. to all countries having a common land or sea border with any member or associate member country, in order to ensure a balanced transport system for goods and people between the eastern and western parts of Europe.
4. To assist in consolidating the role of the TEM in the process of transport integration in Europe and in creating the preconditions for the extension of the European Union's TERN network to Central and Eastern Europe.
5. To organize and promote cooperation in all matters concerning road transport between TEM states having different levels of development.
6. To disseminate the motorway/road related knowledge, expertise, technology and know-how between the TEM region and other regions of the world.

II. NETWORK

1. The TEM is an international motorway and expressway network linking the countries of Central and Eastern Europe and connecting Western Europe, the Baltic, Adriatic, Aegean and Black Seas by means of a fast, safe, environmental friendly, economic and efficient system of motorways and expressways. To the west, its terminals shall link up with existing motorways. To the east and south, the TEM shall open up links with the road systems of Asia and Africa.
2. TEM network should be integrated into fullfledged intermodal transport system, connecting sea, waterway and inland terminals.

3. TEM network itineraries are presented in Annex A.
4. For the period of validity of this Agreement, the geographic scope of the project is limited to the European countries and Armenia, Azerbaijan and Georgia. The territory of a new member country must be adjacent to the territory of a member or an associate member, or an observer country.

III. INSTITUTIONAL SET-UP

1. The TEM Project shall be managed by the intergovernmental Steering Committee assisted by subordinate bodies in accordance with Annexes B and D. National coordinators whose terms of reference are described in Annex C shall be responsible for the coordinating of project activities within their countries and maintaining contacts with the Project.
2. The UNECE will remain the executing agency of the TEM Project.

IV. PARTICIPATION

Members

1. Members of the project have to fulfil all the obligations stipulated by the TEM Cooperation Trust Fund Agreement (hereinafter referred to as "the Agreement"). Their representatives in number set for every particular meeting and uniformly for all member countries have the right to attend all expert meetings with the costs of their board and lodging met by the TEM Budget.
2. In case they do not fulfil their obligations by the deadline stipulated in Article IV/2 of the Agreement, the UNECE will contact the respective Government in order to clarify the reasons and to establish a new deadline. Should this new deadline expire without the member contribution being received, the respective Government may be requested to meet all the expenses related to the participation of its experts in the expert meetings.
3. If the conditions of membership are not fulfilled for more than two years, the TEM Steering Committee may recommend to the UNECE to terminate the membership of the signatory Government in TEM.

4. Non-member states, other international organizations, IGOs and NGOs, and/or private bodies are also invited to contribute to the project as associate members, observers and donors.

Associate members

5. Associate members contribute to the project in cash at the level stipulated by the Agreement not having signed the Agreement. They have to express their wish to be granted the associate membership in written form or as a statement during a TEM Steering Committee session.
6. If the conditions of associate membership are not fulfilled for more than two years, the TEM Steering Committee may recommend to the UNECE to terminate the associate membership of the concerned member.
7. Associate members have the right to participate in the TEM Steering Committee sessions and all other TEM meetings except in the closed sessions, with the expenses of their representatives covered in the same way as of those of project members.
8. The member states consider it desirable that associate members envisage application for full membership.

Observers

9. Observers contribute to the project in cash less than stipulated by the Agreement or contribute in kind only. They have to express their desire to be granted the observer status in written form or as a statement during a TEM Steering Committee session.
10. Observers have the consultative status with the project. Their participants cover all expenses associated with their participation in the meetings themselves.
11. The member states consider it desirable that observers envisage application for full membership.

V. TEM BUDGET

1. To cover expenditures required for the execution of the activities presented in the programmes of work, annual budgets shall be established by the Steering Committee on the basis of:

(i) Resources

- (a) Contributions in-kind and in cash from member, associate member and observer states;
 - (b) Contributions in-cash and/or in-kind from UNDP and other international organizations, national and/or private bodies and non-member states.
2. The contributions of the member states and associate members in convertible currencies shall be at an equal level. Those in kind shall be at an equal level to the extent possible.
3. The budget, including the countries' inputs in kind shall be utilized under the control of ECE and advising of the Project Manager in line with the programme of work and the directives of the Steering Committee.
4. The main forms of contributions in kind of the TEM states are: the operation of PCO, hosting of meetings, supplying of national experts, preparation of technical reports and training programmes, and undertaking of specific coordination activities and subcontracts through Government implementation procedures.

(ii) Expenditures

5. The main lines of expenditure are for project coordination, sub-contracts, training, equipment and miscellaneous costs.
6. The participating states shall pay local salaries, social security contributions, and other emoluments of national staff, both working within each country for the Project and when such staff is delegated to participate in meetings, courses, etc.
7. The Project budget covering a period of four years is presented in Attachment A, Part 2.

VI. LOCATION OF PROJECT CENTRAL OFFICE

1. The TEM Project Central Office shall be in Warsaw.
2. The Host Government arrangements for the operation of the office are given in Annex E.

VII. NOTIFICATION OF ACCEPTANCE

1. The afore-going were approved by the forty-first Session of the Steering Committee.

VIII. ANNEXES

Annexes constitute an integral part of this Agreement. They are as follows:

Annex A Network

Annex B Steering Committee (SC)

Annex C National Coordinators (NC)

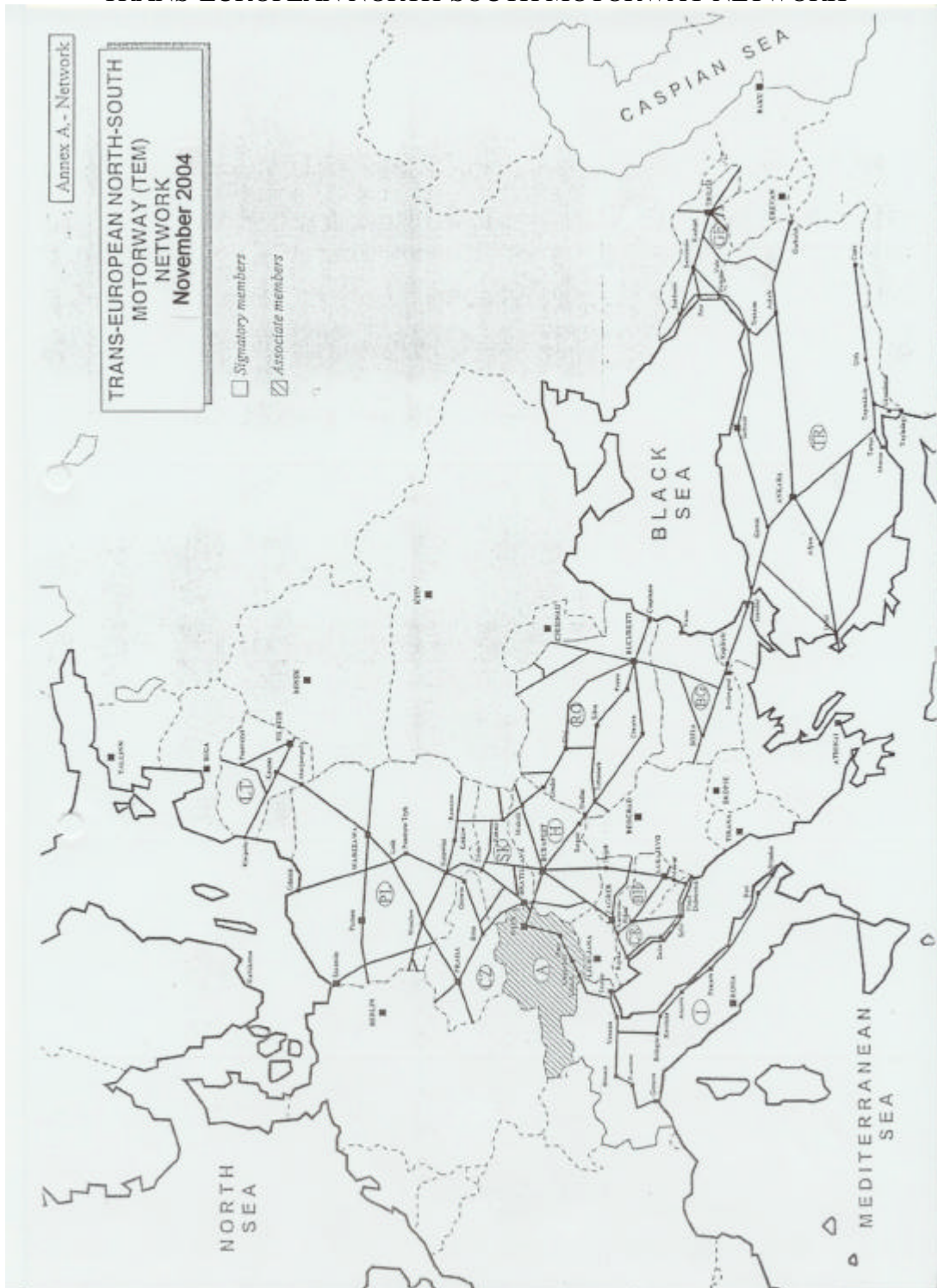
Annex D Project Central Office (PCO)

Annex E Letter of Agreement signed between UNECE and the Host Government

Annex F Type-letter of Agreement to be signed between UNECE and the Government of the Project Manager or other Project staff

Annex A – Network

TRANS-EUROPEAN NORTH-SOUTH MOTORWAY NETWORK



Annex B

Steering Committee (SC)

1. The Steering Committee (SC) shall be the highest decision-making body of the TEM. It shall consist of representatives nominated by the Governments of the TEM states. It shall determine the policy of the Project and the general measures to be undertaken concerning TEM activities, and take decisions for common action.
2. The functions of the SC shall include:
 - (a) Establishing any subsidiary bodies it deems necessary;
 - (b) Issuing instructions to the Project Manager or any subsidiary bodies it might decide to establish;
 - (c) Approving the programmes of work;
 - (d) Adopting the operating budgets and the financial reports on their execution;
 - (e) Examining any other matters concerning the activities of the TEM.
 - (f) Approving the TEM network.
3. The Rules of Procedure of the SC are the following:

I. SESSIONS

Rule 1

The Steering Committee shall hold two regular sessions a year, the dates and locations to be decided by the Committee, it being understood that the sessions shall be convened in the second and fourth trimesters of each year.

Rule 2

Special sessions shall be held by decision of the Committee while in session, or at the request of:

- (a) any member with the support of at least three other members, or
- (b) the Project Manager with the support of three members.

Rule 3

All meetings of the Committee shall be closed, unless the Committee decides otherwise.

II. AGENDA

Rule 4

At each session, the Committee shall prepare a provisional agenda for the next session on the basis of a text submitted by the Project Manager.

The Committee shall adopt its agenda at the beginning of each session. Any matter within the competence of the Committee not included in the provisional agenda for a given meeting may be submitted to the Committee by a member or by the Project Manager and added to the agenda by decision of the Committee. The Committee may revise the agenda by adding, deleting, deferring or amending items.

III. REPRESENTATION

Rule 5

Each member, associate member or observer, shall be represented on the Committee by a representative who may be accompanied to sessions of the Committee by alternative representatives and advisors. The ECE as an Executing Agency will participate *ex officio*.

IV. OFFICERS

Rule 6

The Committee, at the commencement of its session, shall elect a Chairman and a Rapporteur, who hold office until their successors are elected.

Rule 7

The Chairman shall participate in the meetings of the Committee in that capacity and not as representative of the member Government by whom he/she is accredited. Another member of his/her delegation shall be entitled to represent the member Government concerned in the meetings of the Committee.

V. LANGUAGE AND RECORDS

Rule 8

English shall be the working language of the Project, including the Steering Committee. Countries hosting Committee sessions may provide interpretation in French and/or Russian, whenever possible.

Rule 9

Reports of the sessions of the Committee shall be drafted and adopted during these sessions and distributed promptly to members of the Committee and to any others participating in the session. The reports may be made public after their adoption, at such time and under such conditions as the Committee may decide.

VI. QUORUM

Rule 10

Decisions of the Committee concerning all matters examined shall be taken by consensus of the members present.

VII. SUBORDINATE BODIES

Rule 11

The rules of the Committee shall also apply, in principle, to its subordinate bodies.

**VIII. PARTICIPATION OF REPRESENTATIVES OF
NON-MEMBER GOVERNMENTS AND INTERNATIONAL ORGANIZATIONS**

Rule 12

- (a) Governments having observer status, and
- (b) Specific international organizations

could be represented at the Steering Committee sessions with consultative status without voting rights.

Associate members have voting rights at the sessions of the Steering Committee, but their representatives can neither be elected Chairmen nor Project Managers, or their Assistants.

IX. AMENDMENT OR SUSPENSION OF RULES OF PROCEDURE

Rule 13

A rule of procedure may be amended or suspended by decision of the Steering Committee upon consensus of all the TEM countries.

Annex C

National Coordinators (NC)

The National Coordinator shall be designated by his/her Government.

The National Coordinator shall be responsible for:

- (1) Serving as contact for the Project in his/her country;
- (2) Maintaining liaison between the national organizations involved and the Project Central Office by taking action at national level to obtain and transmit information required in connection with PCO activities;
- (3) Coordinating national activities under the TEM;
- (4) Planning and carrying out activities and producing outputs in accordance with the TEM programmes of work;
- (5) Utilizing TEM inputs effectively and efficiently;
- (6) Attending the SC sessions and participating in all other TEM meetings, if deemed useful to achieve the objectives of the TEM.

Annex D

Project Central Office (PCO)

The Project Central Office shall coordinate all activities carried out under the terms of this document and operate under the overall direction of the Steering Committee, with guidance from the ECE as an Executing Agency.

PCO is located in Warsaw, Poland, on the basis of the arrangements stipulated in the letter addressed by the Government of the Republic of Poland to the UN ECE Executive Secretary regarding the operation of this office.

The personnel of the PCO comprise the following:

- Project Manager;
- Assistant Manager(s);
- Experts;
- Other staff.

The competences of this personnel shall be as follows:

Project Manager

The Project Manager of the PCO shall be selected from one of the member states of TEM by the SC. Such Manager shall serve for a period of two years with the possibility of the SC approving extension up to two years upon agreement of his/her Government.

The Government providing the services of the Project Manager remunerates him/her. The conditions of his/her services are determined in a letter exchanged between ECE and the Government concerned. When travelling outside Warsaw, his travel and subsistence expenses are provided from the Project budget.

The Project Manager shall be responsible for:

- (1) Acting as manager of the PCO;
- (2) Preparing the Draft Programmes of Work for approval by the Steering Committee (SC) and administering them as adopted;
- (3) Acting as secretary to the Steering Committee (SC);
- (4) Advising the Chairmen of the Steering Committee on matters requiring decision;
- (5) Preparing and distributing information to the member countries on matters requiring decision;

- (6) Maintaining continuous liaison with the National Coordinators regarding all matters concerning the implementation of TEM activities;
- (7) Preparing Project Manager's Report on the overall activities of the PCO and developments in the TEM during the period under review for the SC sessions;
- (8) Organizing and preparing of technical and administrative documentation for the consideration of all TEM meetings;
- (9) Overseeing the work of experts who provide consultancy services in the framework of various activities, and with the TEM Governments providing contributions in-kind to the TEM;
- (10) Overseeing the administrative and financial activities within the competence of the PCO;
- (11) Providing assistance for the administration of the project budget, according to the decisions of the SC and the provisions of the financial rules and regulations of the UN;
- (12) Assisting in the selection of proposed consultants as required, under the guidance of the Steering Committee, to render assistance in the execution of specific activities in accordance with the programmes of work;
- (13) Carrying out other tasks assigned by the SC;
- (14) The Project Manager reports directly to the Director of the Transport Division of ECE or to his representative;
- (15) As head of the PCO in Warsaw, Poland, the Project Manager supervises both its international staff and local staff provided by the Government of Poland;
- (16) The Project Manager's duty station is Warsaw, Poland, and any travel away from that duty station is undertaken after consultation with, and with the approval of, the Transport Division of ECE.
- (17) Representing the project in close contact with ECE.
- (18) Keeping the members of the Committee informed, by verbal or written communication, of any questions which may be of interest to the Committee, and may participate as appropriate in its deliberations.

Assistants and Experts

As a function of the workloads involved, the SC may select qualified assistant(s) and/or experts for limited periods, who would be responsible for aiding the Project Manager in technical, operational and financial aspects of TEM management.

These are selected from among candidates proposed by the TEM states by the Steering Committee, with the assistance of the Project Manager. They are made available by participating states on a similar basis to the Project Manager.

Other Staff

If necessary, other supporting staff, in addition to the existing staff provided by the host country, will be recruited and remunerated by the Project according to the needs of the TEM as determined by the Project Manager and approved by the Steering Committee.
