MEMORANDUM OF UNDERSTANDING BETWEEN



ASIAN INSTITUTE OF TRANSPORT DEVELOPMENT AND



INTERNATIONAL ROAD TRANSPORT UNION

The International Road Transport Union (IRU) and the Asian Institute of Transport Development (AITD) agree to enter into this Memorandum of Understanding (MoU) with a view to strengthening mutual cooperation and collaboration in the service of their members and for the greater good of society.

International Road Transport Union (IRU)

The International Road Transport Union is an association of national transport associations and transport operators spread world-wide. It is a not-for-profit organisation and its mission encompasses:

- Promoting and facilitating road transport through unification and simplification of regulations and practices relating to domestic and international road traffic, customs formalities, transport contracts, road safety, etc.
- Promoting economic, social and environmental development in road transport by improving productivity, road safety, energy savings and protection of environment.
- Promoting the training and professional competence of transport operators and drivers and thus contribute to transport quality and sustainability.
- Building networks, conducting advocacy, carrying out studies, and organising events for the promotion of good policies, best practices, global standards and UN transport and transit facilitation instruments that help towards better, more sustainable road transport.
- Managing the UN TIR Convention worldwide.

Asian Institute of Transport Development (AITD)

The Asian Institute of Transport Development is an inter-disciplinary centre devoted to non-partisan research, studies and human resource development in transport, logistics and trade facilitation. Its principal purpose is to promote balanced, equitable and sustainable development for enhancing the overall welfare of communities. It also fosters inter-country cooperation and partnership, and its outreach encompasses South and Southeast Asia regions. The Institute is an independent, not-for-profit body having a charitable status. It has extensive networks with academia, professional bodies, international organizations and government establishments at national, regional and international levels. AITD has been granted special consultative status with the United Nations. UNESCAP and other UN bodies actively collaborate with the Institute in areas and programmes related to the mandate of the United Nations.

1. Implementation of MoU

Each party designates an individual as its key point of contact with overall responsibility for ensuring the implementation of this MoU including responsibility for formulating work plans outlining activities to be undertaken pursuant to it: (a) Mr. R. Dayal, Director, Logistics, AITD, Asia Bhawan, Road-205, Sector-9, Dwarka, New Delhi-110077, India, Tel: +91-11-28080177, Fax: +91-11-28080178.

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Email: asianinstitute.del@gmail.com, (b) Mr. Kazem Asayesh, Senior Adviser on TIR and Trade Facilitation, IRU, Chemin de la Voie-Creuse 16, 1211 Geneva, Switzerland, Tel: +41-22-9182053, Email: kazem.asayesh@iru.org.

2. Areas of Mutual Interest

IRU and AITD agree to cooperate, to the extent possible, through undertaking active collaboration in the following areas of mutual interest:

- Promoting international conventions on land transport facilitation, in particular, conventions that have been operationally tested in Europe and other member countries of the United Nations.
- Promoting Sustainable Development Goals and New Urban Agenda adopted by the member countries of the United Nations.
- Harmonizing national, regional and international legislation on transport and related areas.
- Addressing issues of environmental concern that would mitigate the detrimental effects of infrastructural development and operation.
- Improving safety of transport services.
- Improving facilitation measures for efficient movement of international transport through removal of physical and non-physical barriers in the smooth flow of passengers and goods as well as vehicles on links of the transport networks and at various nodes including border crossings, transhipment points and seaports.
- Devising effective human resource development strategies and programmes to upgrade skills and introducing professional certification for various stakeholders.
- Sharing best practices, global standards, etc.
- Developing national institutions and sub-centres, preferably with linkages to multilateral institutions such as ADB, World Bank, UN bodies and transportlogistics-trade facilitation related centres of excellence.
- Providing forums for both public and private sectors to share their views and experiences, thereby strengthening their partnership in road transport development.
- Promoting multimodal transport systems to increase the efficiency of the transport and logistics sectors.

3. Operational Arrangement

IRU and AITD agree to:

- Develop and implement, as appropriate, joint projects.
- Exchange information, documentation and ideas.
- Organize workshops, seminars and conferences.
- Organize professional training programmes.
- Undertake studies, research and advocacy.
- Promote innovations.
- Establish professional centres of excellence.

4. Sharing of Costs

Costs incurred as a result of activities and participation at meetings will be borne by respective organisations. However, costs for specific activities carried out upon request by one Party to the other will be borne by the Party which requests for the relevant activity.

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5. Validity of this MoU

This MoU shall enter into force from the date of signature and will remain into effect for an indefinite period of time. Either party may terminate this MoU at any time with a 30-day prior written notice.

6. Miscellaneous

- 6.1 This MoU creates no legal obligations, rights or liabilities. Furthermore, nothing in this MoU shall be construed as creating a joint venture, an agency relationship or a legal partnership between the parties.
- The parties acknowledge that the names and marks "AITD" and "IRU" as well as "TIR" and all variations thereof, including their associated logo(s) are the sole and exclusive properties of AITD and IRU, respectively. Neither party shall acquire any right, title or interest in the other party's name under this MoU.

7. Confidentiality

- 7.1 Each party agrees that it will not, either during or after expire or termination of this MoU, make any unauthorized use or disclosure of any confidential information disclosed to it by the other party pursuant to this MoU.
- 7.2 No party shall use the other party's confidential information for any purpose other than the performance of the activities mentioned under Article 3.

8. Disputes

Any disputes arising under or in relation to this MoU shall be resolved by the Secretary General of the IRU and by the Chairman of the AITD.

Signed in Geneva and New Delhi in two original copies in English, both texts being equally authentic.

Signed for and on behalf of:

International Road Transport Union (IRU)

Chemin de la Voie-Creuse, 16 1211 Geneva, Switzerland Represented by Umberto de Pretto, acting as Secretary General

Date: 8-2.2017

Signed for and on behalf of:

Asian Institute of Transport Development (AITD)

Asia Bhawan, Road No.205, Sector 9, Dwarka, New Delhi-110077 INDIA Represented by K. L. Thapar, acting as Chairman

Date: 06 February 2017