



**Memorandum of Understanding (MoU)**

**between the**

**Shift2Rail Joint Undertaking (S2R JU)**

**and the**

**Permanent Secretariat of the Transport  
Community**

**2020**

Concluded between

the Permanent Secretariat of the Transport Community with its seat at Masarikova 5, 11000 Belgrade (Serbia) represented by its Director, Mr. Matej Zakonjsek

and

the Shift2Rail Joint Undertaking (S2R JU), with its seat at Avenue de la Toison d'Or 56-60, B1060 Brussels/Belgium, Europe, represented by its Executive Director, Mr. Carlo Borghini (Hereinafter referred to as "the Parties", or individually "the Party")

## **Preamble**

The Transport Community is an International Organization established by the Treaty establishing the Transport Community ("the Treaty", hereafter TCT) that was signed on 9 October 2017 and comprises the following Parties: the European Union and the South East European Parties (hereafter: SEE Parties), the Republic of Albania, Bosnia and Herzegovina, the Republic of North Macedonia, Kosovo\*<sup>1</sup>, Montenegro and the Republic of Serbia.

The Transport Community shall be based on the progressive integration of transport markets of the South East European Parties into the European Union transport market on the basis of the relevant acquis, including in the areas of technical standards, interoperability, safety, security, traffic management, social policy, public procurement and environment, for all modes of transport excluding air transport.

The Transport Community is supported by a Permanent Secretariat, based in Belgrade, Serbia, with its duties based on article 28 of the Treaty.

The Permanent Secretariat of the Transport Community is one of the institutions set up under the Treaty.

It provides administrative support to the other institutions of the Transport Community (the Ministerial Council, the Regional Steering Committee, the technical committees and the Social Forum), acts as a Transport Observatory to monitor the performance of the indicative TEN-T extension of the comprehensive and core networks to the Western Balkans, and supports the implementation of the Western Balkans Six (WB6) Connectivity Agenda aiming to improve links within the Western Balkans as well as between the region and the European Union. It also reviews the implementation of the obligations under the Treaty.

The S2R JU is a major European Public Private Partnership body implementing the major European Research and Innovation (R&I) Programme in the railway sector. It seeks market-driven solutions by accelerating the integration of new and advanced technologies into innovative rail product solutions. The S2R JU promotes the competitiveness of the European rail industry and meets changing EU transport needs. R&I carried out under this programme develops the necessary technology to complete the Single European Railway Area.

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<sup>1</sup> (\*) This designation is without prejudice to positions on status and is in line with UNSCR 1244 (1999) and the ICJ Opinion on the Kosovo declaration of independence.

The S2R JU Innovation Programmes are defined as:

1. IP1: cost-efficient and reliable trains, including high-capacity trains and high-speed trains;
2. IP2: advanced traffic management & control systems;
3. IP3: cost-efficient, sustainable and reliable high-capacity infrastructure;
4. IP4: IT solutions for attractive railway services;
5. IP5: technologies for sustainable & attractive European freight;
6. Cross Cutting Activities.

**Therefore,**

**Considering** that by way of a Joint declaration endorsed at the meeting of the Ministerial Council of the Transport Community on 10 December 2018, the South East European Parties committed themselves to develop and implement a Regional Rail Strategy in the Western Balkans, in the framework of the Transport Community;

**Considering** the attention paid in the Joint declaration to underpin investment in the region with a firm process of reform and modernization of the rail sector in the medium and long term, including through the deployment of new technologies and innovative solutions; and to engage in railway R&I activities, in particular regarding the deployment of digital, autonomous, connected and sustainable rail systems and operations;

**Considering** the Rail Action Plan for the developing of regional rail strategy, set up by the Permanent Secretariat;

**Considering** implementation of the connectivity reforms measures under the Connectivity Agenda agreed in Wien in 2015;

**Considering** the importance of contributing to a wider involvement of entities established in South East Europe in railway R&I and of fostering a system transformation of railway in the region for passengers and freight;

**Considering** the importance of improving competitiveness and harmonization of rail systems in South East Europe through elimination of technical barriers and fostering of rail interoperability;

**Considering** the S2R JU Master Plan and the S2R JU Multi-Annual Action Plan;

**Considering** the “Cooperation Agreement” between the S2R JU and the South East Europe Strategic Alliance for Rail Innovation (SEESARI), signed on 18 September 2018;

**Considering** the benefits of the activity in view of the possible future deployment of rail innovative solutions and therefore willing to engage in cooperation within the scope of their activities and the limits of their competence;

**Considering** that both Parties wish to foster enhanced bilateral contacts to support their work, by allowing them to share information, and best practice, thus promoting skills and competencies;

The Parties have reached the following understanding:

### **Article 1 - Scope**

The scope of this Memorandum of Understanding (MoU) is to promote cooperation between the S2R JU and the Permanent Secretariat of the TC focusing on:

- exchange of information on ongoing and planned respective R&I activities and programmes;
- exchange of experience and best practices in the context of the railway system transformation, with particular focus on digitalization and interoperability;
- conference and event participation;
- the establishment of projects to collaborate in areas of common interest;
- involvement of SEE Parties as observers in the S2R JU working groups, where appropriate and relevant;
- involvement in and contribution to studies and analysis;
- creation of opportunities for testing demos, quick-wins, etc. resulting from S2R R&I in the area of the SEE Parties of the TC, in view of future deployment.

The above-mentioned list of activities for cooperation may evolve as mutually agreed by the S2R JU and the Permanent Secretariat of the TC.

### **Article 2 - Areas of Cooperation**

The parties envisage that this cooperation may involve:

- TC Permanent Secretariat participation and Technical Committee on Railway involvement as observers to the UR-ID working group of the S2R JU, in view of contributing, through the definition of the specific needs of the area, to sharing development projects, highlighting interoperability issues and opportunities, etc.;
- S2R JU participation to the Technical Committee on Railway set up by the Regional Steering Committee of the TC, in view of sharing best practices and innovative solution applicable for the rail transport;
- Cooperation on implementation of actions defined under the Rail Action Plan (level crossing safety improvement, modernization of the rail infrastructure, ...);
- Facilitation of information by the S2R JU to the SEE Parties on the progress of the S2R R&I Programme - including on specific projects subject to the relevant legal provisions, through the organization of workshops and info-days in the region in cooperation with the Permanent Secretariat of the TC;
- Cooperation on proposals for standards, resulting from outputs of the Research and Innovation activities in the context of the S2R R&I Programme;

- Facilitation of dissemination by the Permanent Secretariat of the TC of the S2R R&I results amongst the SEE Parties, in view of creating opportunities for future implementation of S2R R&I results in railway systems;
- Data collection by the Permanent Secretariat of the TC from the SEE Parties to contribute to S2R R&I activities;
- Facilitation by the Permanent Secretariat of the TC and the S2R JU of joint participation in conferences, seminars, workshops and technical visits, and organization of joint actions to promote exchange of experiences and best practices;
- Furthermore, as part of their activities, the Permanent Secretariat of the TC and the S2R JU will endeavor to enhance the participation in the fields of education and training, striving to organize traineeships, co-ordinate technical universities' programmes, and fostering transfer of experience in the educational process.

### **Article 3 - Status of the Parties**

Each Party should carry out its responsibilities and obligation in accordance with regulations and rules applicable to that Party. This MoU does not generate any financial obligations for the Parties involved.

The Parties may identify possible cooperative activities that may be of mutual interest and benefit. Each Party, at any time, may make a proposal to the other Party, who should consider such proposal in good faith, taking into account any applicable legal, political, technical, organizational, operational and budgetary framework of the Parties.

### **Article 4 - Confidentiality and Conflict of Interest**

The Parties should ensure the protection of any sensitive information and the confidentiality of any internal document and information related to parties or the participants in the activities under the present MoU. The Parties should endeavor to inform each other prior to disclosing sensitive or privileged information obtained in course of the activities carried out under this MoU.

Rules on conflicts of interest should apply to the members of the Permanent Secretariat of the TC by analogy with the rules on conflicts of interest and confidentiality of the bodies of the S2R JU. The Permanent Secretariat of the TC applies the TCT Staff Regulations, article 3.2 on conduct, and article 3.3. concerning outside activities.

### **Article 5 - Miscellaneous**

The Parties should review annually the state of cooperation and evaluate the achievement of the objectives set herein and their future perspective.

This MoU is not intended to create rights or obligations under Union, national or international law.

The Parties will make their best efforts to implement this MoU in good faith and agree to address any dispute in an amicable way.

Any notice required to be given by either Party under this MoU should be in writing, should be deemed given when received by the other Party, and should be conveyed via electronic mail.

The cooperation is subject to the availability of funds and personnel.

### Article 6 - Validity and Termination

This MoU is concluded for a period of one year. It shall be valid as from the date of its signing by both Parties. It shall be renewed automatically for a period of one year, unless either of the Parties notifies the other Party of its intention to terminate the MoU at the latest three months before it expires.


Place and date:

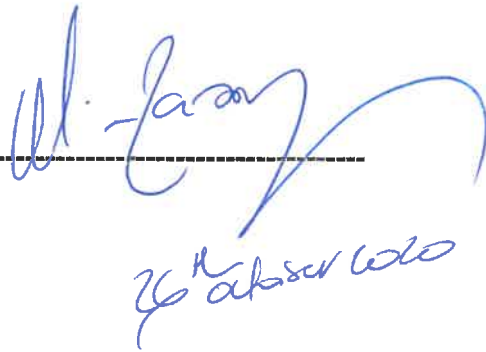
**On behalf of Shift2Rail**

**On behalf of Permanent Secretariat of the  
Transport Community**

**Mr. Carlo Borghini  
Executive Director**

**Mr. Matej Zakonjsek  
Director**

  
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26 October 2010

  
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