



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE INTERGOVERNMENTAL ORGANISATION FOR  
INTERNATIONAL CARRIAGE BY RAIL**

**AND**

**THE UNIVERSAL POSTAL UNION**

## MEMORANDUM OF UNDERSTANDING

Between

the **INTERGOVERNMENTAL ORGANISATION FOR INTERNATIONAL CARRIAGE BY RAIL**, an intergovernmental organisation duly represented by its Secretary General, and having its headquarters at Gryphenhübeliweg 30, 3006 Berne, Switzerland (hereinafter "OTIF");

and

the **UNIVERSAL POSTAL UNION**, an intergovernmental organisation and specialised agency of the United Nations duly represented by the Director General of its International Bureau and having its headquarters at Weltpoststrasse 4, 3015 Berne, Switzerland (hereinafter the "UPU").

OTIF and the UPU may also be individually referred to as the "Organisation", or collectively as the "Organisations".

### PREAMBLE

The Organisations,

**HAVING REGARD**, in so far as OTIF is concerned, to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980 in the version of the Modification Protocol of 3 June 1999 (Vilnius Protocol);

**CONSIDERING** that the aim of OTIF is to promote, improve and facilitate, in all respects, international traffic by rail, in particular by establishing systems of uniform law, and that these systems of uniform law are applicable irrespective of different market models;

**HAVING REGARD**, in so far as the UPU is concerned, to its Constitution and other Acts;

**CONSIDERING** that the mission of the UPU is to facilitate communication by guaranteeing the free circulation of postal items over a single postal territory composed of interconnected networks and by encouraging the adoption of fair common standards and the use of technology, ensuring cooperation and interaction among stakeholders and the fulfilment of changing needs of users of the postal sector;

**RECOGNISING** the respective responsibilities of the Organisations in their areas of competence;

**BEING AWARE** of the role of the railway transport mode as an environmentally-friendly means of transport and of its capacity to provide the transport needed as a result of increasing trade between Asia and Europe, and the growing volumes of postal e-commerce traffic;

**WISHING** to continue and further strengthen their cooperation and establish enhanced relations;

have agreed as follows:

### A. OBJECTIVE

The objective of this Memorandum of Understanding (hereinafter "MOU") is to provide a framework within which the Organisations may cooperate on issues of common interest. In particular, the Organisations may examine and explore ways and means of developing and facilitating the transport of international postal items by rail, particularly through countries which are members of both the UPU and OTIF.

### B. JOINT WORK

1. The Organisations may adopt common positions, mutually relevant guidelines and recommend practices and procedures, in line with procedures to be defined by the Organisations to meet the objective above. For such purpose, the Organisations may set up joint working groups.

2. The Organisations will strive to promote, to the extent possible, the implementation and widespread use of the agreed guidelines and recommendations.

### **C. FINANCING CONDITIONS**

Expenses relating to agreed cooperation activities, work and/or projects will be defined beforehand and agreed between the Organisations as per the provisions of the specific agreements referred to in section I, paragraph 4, according to the resources available within each Organisation. Such projects, work and/or activities may be financed, in whole or in part, through external funds or sponsorships secured by either Organisation.

### **D. MUTUAL CONSULTATION**

1. The Organisations may consult each other, as necessary, on matters of common interest for the purpose of achieving the objective set forth in this MOU.
2. Meetings between the secretariats of the Organisations may be arranged as required to examine questions of mutual interest in specific fields and to exchange information.

### **E. EXCHANGE OF INFORMATION AND DOCUMENTS**

1. The Organisations will keep each other appropriately informed about non-confidential decisions, activities and initiatives in fields of mutual interest, including their annual reports and other published documents on matters which are relevant to the implementation of this MOU.
2. The Organisations agree that, in order to safeguard the confidentiality of any information to be mutually disclosed, the conclusion of a confidentiality agreement may be required. Notwithstanding the foregoing, the Organisations agree that, in the absence of a confidentiality agreement, each Organisation will commit to deem as confidential any information received from the other Organisation which is duly marked as such.

### **F. INTELLECTUAL PROPERTY**

1. This MOU will not affect, in any way, any intellectual property rights owned by an Organisation (including by or through third parties). In this regard, each Organisation will provide the other Organisation with a gratuitous (royalty-free), non-exclusive, non-transferrable and time-limited licence to use the aforementioned intellectual property of the providing Organisation strictly for the purposes agreed upon in this MOU or the separate agreements referred to in Section I, paragraph 4.
2. Except as otherwise agreed by the Organisations, intellectual property rights over any joint work will be jointly held by the Organisations and each Organisation may use or reproduce the work separately, subject to an acknowledgement of the other Organisation's rights.

### **G. MUTUAL ASSISTANCE**

Each Organisation may seek assistance from the other Organisation in all areas where it is likely to bring added value to its activities.

### **H. RECIPROCAL REPRESENTATION**

Subject to their respective rules and procedures, the Organisations may notify and invite each other to attend, as observers, relevant meetings convened under their respective auspices to consider matters in which the other Organisation may have an interest.

## **I. IMPLEMENTATION**

1. This MOU will be implemented in good faith by the Organisations in accordance with their respective rules and subject to availability of their respective resources.
2. Each Organisation will bear its own costs resulting from cooperation under this MOU, unless otherwise mutually agreed.
3. Each Organisation will appoint contact persons from the OTIF Secretariat and the UPU International Bureau respectively in order to ensure regular contact and the exchange of information on specific areas of common interest in light of the present MOU.
4. For the purpose of defining and carrying out specific joint work or projects, the Organisations may conclude separate implementation or project agreements setting out the administrative, financial and operational arrangements as well as the specific rights and obligations of the Organisations.

## **J. EFFECT AND DURATION**

This MOU will come into effect on the last date of its signature by both Organisations. Except in case of termination as provided for under section K, paragraph 2 below, this MOU will remain valid for a period of five years.

## **K. MODIFICATION AND TERMINATION**

1. This MOU may be modified at any time with the mutual and written consent of the Organisations.
2. Either Organisation may terminate this MOU at any time by giving the other Organisation three months' notice in writing.

## **L. FINAL PROVISIONS**

1. This MOU constitutes an expression of mutual good faith and does not create any legally binding or financial obligations, express or implied, on either Organisation. Nothing in this MOU will be construed as creating a partnership, joint venture or employment between the Organisations, or authorisation for either Organisation to act as the agent or representative of the other Organisation.
2. Without prejudice to paragraph 1 above, neither Organisation will have any right or authority to assume, create, or incur any liability or other legal obligation of any kind, express or implied, in the name of, or on behalf of the other Organisation, except to the extent otherwise agreed to in writing and signed by the Organisations.
3. Neither Organisation will, without the prior written consent of the other Organisation, use the name, emblem or initials of the other Organisation in connection with its activities for purposes of commercial advantage or goodwill.
4. The publication of any announcements or press releases concerning the activities undertaken by the Organisations in application of this MOU will be subject to prior mutual consultation.
5. Notwithstanding the provisions of section E and paragraph 4 of this section, as well as in line with general principles of transparency established by the United Nations Sustainable Development Goals (Target 16.6 'Develop Effective, Accountable and Transparent Institutions'), either Organisation may publicly disclose, discuss, communicate and report on the terms of this MOU, as well as any projects related thereto, to its respective members and bodies, as deemed necessary.
6. Any dispute between the Organisations arising from or in connection with this MOU, including the scope, effects, interpretation or application of any provision herein contained will be resolved amicably by consultations between the executive heads of the Organisations.

7. Nothing in this MOU and nothing relating to the cooperation activities described herein is intended to be or may be construed as a waiver, expressed or implied, of any of the respective rights or obligations or privileges and immunities of either Organisation.

**IN WITNESS WHEREOF**, the Organisations have concluded this Memorandum of Understanding in two originals in the English language, and have appended their signatures thereto.

*For the*  
Intergovernmental Organisation for  
International Carriage by Rail



Wolfgang KÜPPER  
Secretary General

Date and place:

26. June 2024, Berne

*For the*  
Universal Postal Union



Masahiko METOKI  
Director General

26/June/2024, Bern  
Date and place: