

**FEDECRAIL  
AND  
NEW EUROPE RAILWAY HERITAGE TRUST**

**MEMORANDUM  
OF  
UNDERSTANDING**

**Agreed on 12 January 2013**

**Agreed between the European Federation of Museum and Tourist Railways c/o Livius Kooy of De Akker 25, 7481 GA Haaksbergen, The Netherlands (“Fedecrail”) and the New Europe Railway Heritage Trust c/o Stephen Wiggs of 3 Higham Road, Woodford Green, Essex IG8 9JN Great Britain (“NERHT”) on 12 January 2013.**

## **1 INTRODUCTION**

- 1.1 Fedecrail is a not for profit organisation registered under the laws of Belgium for objectives which include representing the interests of museum and tourist railways throughout Europe.
- 1.2 NERHT is an unincorporated association registered as a charity under the laws of England and Wales for objects which include assisting the preservation of the railway and tramway museums and heritage railways and tramways in the area of benefit.
- 1.3 This memorandum of understanding (“MOU”) has been agreed between Fedecrail and NERHT for the purposes of clarifying relations between the two organisations, facilitating co-operation and avoiding duplication of effort as regards work carried out by either organisation in relation to the area of benefit.

## **2 INTERPRETATION**

2.1 In this MOU:-

“the area of benefit” means the former Soviet Union and the other ex-Communist states of Eastern and Central Europe;

“organisation” means Fedecrail or NERHT, as the case may require:

“the two organisations” means Fedecrail and NERHT.

2.2 Nothing in this MOU creates any rights or liabilities enforceable in any court of law.

## **3 CO-OPERATION**

- 3.1 The two organisations acknowledge that they are not in competition with each other. Accordingly they will co-operate together on matters of mutual interest.
- 3.2 Each organisation will give prompt and sympathetic consideration to any request by the other organisation for assistance in relation to anything relating to the area of benefit.
- 3.3 The two organisations will take appropriate steps to promote awareness of each other, and to acknowledge each other’s support for work carried out in relation to the area of benefit.

#### **4 SHARING OF INFORMATION**

- 4.1 Subject to clauses 4.3 and 4.4 the two organisations will share relevant information with each other.
- 4.2 For the purposes of this clause 4 “relevant information” means details of activities carried out or proposed to be carried out by either organisation in relation to the area of benefit, and all other information relating to the area of benefit which may be of interest to the other organisation.
- 4.3 The organisation which receives relevant information must comply with any conditions as to confidentiality imposed by the organisation which provides the information.
- 4.4 Nothing in clause 4.1 requires either organisation to share any information if to do so would contravene:-
- (a) any condition imposed by the authority, body or person which provided the information; or
  - (b) any undertaking, assurance, agreement, enactment or rule of law.

#### **5 NERHT BULLETIN**

NERHT will forward electronic copies of its bulletin (currently called Eastern Star) to Fedecrail for distribution to its members and such other contacts as Fedecrail thinks fit.

#### **6 MEMBERSHIP OF FEDECRAIL**

NERHT will encourage tourist railways and museums in countries in the area of benefit which are eligible for membership of Fedecrail to apply for membership, and will assist them in submitting membership applications.

#### **7 NERHT COMMITTEE**

Fedecrail will from time to time endeavour to find at least one suitable person for election to the Executive Committee of NERHT so as to ensure effective liaison between the two organisations.

#### **8 PARTICIPATION AT FEDECRAIL EVENTS**

- 8.1 NERHT will encourage persons from the area of benefit who are eligible to do so to attend Fedecrail events (including the annual conference and youth camp).
- 8.2 NERHT will give prompt and sympathetic consideration to requests from such persons for financial assistance to enable them to take part in Fedecrail events.

**9 RIGA CHARTER**

NERHT will endeavour to promote awareness of and compliance with the Riga Charter within the area of benefit.

**10 CONSIDERATION OF QUESTIONS**

10.1 Any question arising under this MOU or otherwise concerning relations between the two organisations shall be referred to and considered in the case of NERHT by its Executive Committee and in the case of Fedecrail by its Council.

10.2 Each organisation shall inform the other organisation as soon as reasonably practicable of any decisions under clause 11.1 giving reasons for the decision.

**11 DURATION OF MEMORANDUM**

This MOU shall have effect from the date mentioned in the heading and shall remain in force until terminated either by agreement between the two organisations or by one organisation giving notice in writing to the other at the address shown at the top of this MOU or such other address as may be notified in writing to the other organisation.

**Stephen Wiggs**

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**SIGNED on behalf of the  
New Europe Railway Heritage Trust**

**Livius Kooy**

.....  
**SIGNED on behalf of the European Federation  
of Museum and Tourist Railways**