



OFFICE OF RAIL REGULATION



هيئة الطرق والمواصلات
ROADS & TRANSPORT AUTHORITY



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE OFFICE OF RAIL REGULATION AND
THE ROADS AND TRANSPORT AUTHORITY**

Signed by His Excellency Mattar Mohammed Al Tayer, Chairman of the Board
& Executive Director on behalf of the Roads and Transport Authority:

Date: 17-12-08

Signed by Bill Emery, Chief Executive on behalf of the Office of Rail
Regulation:

Date: 11th Dec '08

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Purpose

1. This Memorandum of Understanding (MoU) is between the Office of Rail Regulation (ORR) and the Roads and Transport Authority (RTA). The purpose of the MoU is to set out a broad framework within which the:

- nature and extent of the advice and support that ORR gives to RTA in connection with railway health and safety in Dubai;
- conditions under which that advice and support is given; and
- conditions under which ORR staff will provide advice and support when required to travel outside Great Britain,
- conditions under which RTA staff will receive training from ORR in Great Britain,

can be agreed.

ORR support to RTA

2. ORR will provide strategic advice and support to RTA on matters that may include, but are not limited to:

- development and implementation of health and safety regulation of railways in Dubai, including powers for inspection and enforcement;
- development of accident investigation functions for railways in Dubai;
- support to the RTA certification process for railways in Dubai, including support in assessment of the railway operator's safety management systems;
- support to the RTA in the regulation of railways in Dubai;
- establishment of railway databases to capture railway performance data at Dubai level, followed by statistical, safety and performance analysis;
- issuance of annual reports on the status of railway services in Dubai covering safety and operational performance;
- registering of safety consultants/contractors qualified and competent to perform safety related activities;
- RTA's representation at international level for certification, regulation and accident investigation related issues; and
- mentoring and training of RTA staff.

Conditions under which ORR will provide advice and support to RTA

3. ORR's strategic advice to RTA will be based on ORR's technical expertise and experience as a railway regulator in Great Britain. It will take the form of advising how, if an issue had arisen in Great Britain, ORR would have dealt with it. It will not constitute advice as to how RTA, or any other body, should conduct their regulatory or other activities. ORR will not be liable or

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responsible for any action taken by RTA or any other body based on ORR's advice.

4. RTA, recognising that ORR has limited capacity to take on additional work, will make requests for advice and support from ORR in writing, addressed to the Deputy Chief Inspector of Railways (Operations), setting out as far as is possible what the request will involve and any deadlines or time expectations (including, where travel is involved, the dates where RTA would expect ORR staff to travel).

- ORR will decide, in consultation with RTA, on the resources and staff to be assigned to fulfilling the request and, where appropriate, provide an estimate of the costs of fulfilling the request.
- RTA will reimburse ORR fully, as per HM Treasury guidelines, for all costs of assistance at an appropriate hourly or daily rate for each ORR staff member, to be agreed with ORR. ORR will provide indicative rates for ORR staff to RTA on request.
- ORR will endeavour to answer requests from RTA as quickly and efficiently as possible, but ORR's duties as health, safety and economic regulator for the railways in Great Britain will take precedence. ORR may not, therefore, always be able to provide the advice and support requested, nor in the requested timescales.
- ORR will only be able to provide advice to RTA in so far as to do so does not conflict with ORR's statutory duties, adherence to commercial or other binding confidentiality arrangements, or any other law or agreement by which ORR is constrained.
- Wherever possible, ORR will provide advice and support to RTA orally or in writing, using ORR staff working in Great Britain.
- RTA will not seek to actively recruit any ORR staff member.

Conditions for ORR staff supporting RTA outside Great Britain

5. Where ORR staff travel outside Great Britain to provide advice and support to RTA, ORR and RTA agree that:

- In respect of the matters upon which advice and support is to be provided, ORR staff shall be given direction from RTA.
- RTA will arrange and pay for all travel and accommodation for ORR staff working outside Great Britain to provide advice and support to RTA.
- ORR and RTA will agree in advance any arrangements for a reasonable daily allowance to be provided for ORR staff to buy food and other expenses, to be paid by RTA in advance or reimbursed after the fact depending on circumstances.
- RTA will obtain a suitable level of insurance for ORR staff working outside Great Britain, covering health, general travel risks and any risks associated with the work.

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- RTA will indemnify ORR against any claims made by ORR staff in connection with work for RTA.
- ORR staff will, when working in Dubai, comply with RTA's relevant rules and regulations, as advised by RTA.
- RTA will obtain any visas or work permits necessary for ORR staff to work in Dubai or elsewhere.
- RTA will provide suitable on-site working facilities and resources for ORR staff working in Dubai.
- Where RTA has paid for or provided flights, accommodation or other hospitality to ORR staff, RTA will provide ORR with details of the costs of such expenses to ORR's finance team, in line with the need for ORR to be financially transparent.

Conditions for RTA staff receiving training from ORR in Great Britain

6. Where RTA staff travel to Great Britain to receive training (as defined in consultation between ORR and RTA) from ORR, ORR and RTA agree that:

- RTA will arrange and pay for all travel and accommodation for RTA staff working in Great Britain. RTA will arrange and pay for the procurement of any health and safety equipment or special clothing required for RTA staff as part of their training.
- RTA will obtain a suitable level of insurance for RTA staff working in Great Britain, covering health, general travel risks and any risks associated with the work.
- RTA will indemnify ORR against any third party claims in connection with RTA staff working in Great Britain.
- RTA staff will, when working in Great Britain, comply with ORR's policies and procedures, as advised by ORR.
- ORR will, so far as is reasonably practicable, ensure the health and safety of RTA staff working with or receiving training from ORR.

7. The arrangements set out in this MoU will be jointly reviewed by the RTA and ORR at two yearly intervals, together with the requests placed and the outcomes of the assistance provided.

8. This MoU shall come into immediate effect.



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