



**TIR EXECUTIVE BOARD (TIRExB)**  
**COMMISSION DE CONTROLE TIR (TIRExB)**  
**ИСПОЛНИТЕЛЬНЫЙ СОВЕТ МДП (ИСМДП)**

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**Administrative Committee for the TIR Convention, 1975**

**TIR Executive Board (TIRExB)**

**Sixty-sixth session**  
Geneva, 8 February 2016  
Agenda item XI

**Example agreement**

**Note by the secretariat**

**I. Background and mandate**

1. At its thirty-first session (October 2001), the Administrative Committee (AC.2) decided to endorse the work by the TIR Executive Board (TIRExB) on the example agreements, which consisted of two documents: The first setting an example for the act of authorization as a unilateral act by the Governments, and the second an example agreement or any other legal instrument to be established between the competent authorities and the national association(s) on the basis of national law. The existing text of both examples are contained in Chapter 6 of the TIR Handbook and are attached as Annex to this document, for ease of reference

2. The two examples were prepared, taking into account the rights and obligations of the competent authorities and of the national associations as provided for in Article 6 and Annex 9 of the TIR Convention and are aimed at offering guidance to Contracting Parties that recently acceded to the Convention or that wished to harmonize the application of the Convention at the national level.

**II. Further considerations by the Executive Board**

3. Since the establishment of the example authorization and agreement, their wordings have been updated various times, in order to reflect changes in the legal text of the Convention, mainly, but not limited to, as a consequence of the entry into force of Amendments 29 and 31, of 1 January 2012 and 10 October 2013, respectively.

4. As a first step, TIRExB may wish to share views of and experiences with the examples in order to assess their current relevance or, alternatively, consider if a review seems appropriate at this time.

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## ANNEX

**EXAMPLE AUTHORIZATION OF ASSOCIATIONS TO ISSUE TIR CARNETS AND TO ACT AS GUARANTOR<sup>1</sup>**

1. In accordance with Article 6, paragraph 1 of the Customs Convention on the International Transport of Goods under Cover of TIR Carnets (TIR Convention, 1975) done at Geneva on 14 November 1975 as later amended (hereafter referred to as TIR Convention), the .... (name of competent authorities) .... of .... (name of country/Customs or Economic Union) .... hereby authorize the .... (name of association).... to issue TIR Carnets covered by the TIR Convention and to act as guarantor in .... (name of country/Customs or Economic Union) .... as long as the minimum conditions and requirements as stipulated in Annex 9, Part I of the TIR Convention are fully complied with.

2. In particular, the .... (name of association) .... has:

(a) proved existence for at least one year as an established association in the Contracting Party where the authorization is issued;

(b) provided proof of sound financial standing and organizational capabilities enabling it to fulfil its obligations under the TIR Convention;

(c) absence of serious or repeated offences against Customs or tax legislation;

(d) established a written agreement/legal instrument with the .... (name of competent authorities) .... of .... (name of country/Customs or Economic Union) .... and an undertaking herein in conformity with the provisions of Annex 9, Part I, paragraph 3 (v) of the TIR Convention (enclosed);

(e) accepted the following additional conditions and requirements (if any):....

3. In the event of any serious or repeated non-compliance with the minimum conditions and requirements stated in Annex 9, Part I of the TIR Convention, this authorization shall be revoked by the .... (name of competent authorities) .... of .... (name of country/Customs or Economic Union).

4. Authorization under the terms set out above shall be without prejudice to the responsibilities and liabilities of the .... (name of association) .... under the TIR Convention. This means that revocation of the authorization to issue TIR Carnets and to act as guarantor shall not affect the liabilities incurred by the .... (name of association) .... in .... (name of country/Customs or Economic Union) .... in connection with operations under cover of TIR Carnets accepted by the.... (name of competent authorities) .... before the date of revocation of this authorization and issued by itself and by foreign associations affiliated to the same international organization as that to which it is itself affiliated.

5. This authorization comes into force at the date when the written agreement/legal instrument referred to in paragraph 2 (e) above comes into effect.

**EXAMPLE AGREEMENT<sup>2</sup>**

In accordance with Annex 9, Part I, paragraph 1 (d) of the Customs Convention on the International Transport of Goods under Cover of TIR Carnets (TIR Convention, 1975) done at Geneva on 14 November 1975, as later amended (hereafter referred to as TIR Convention) the .... (name of competent authorities) .... of .... (name of country/Customs or Economic Union) .... and the .... (name of association) .... Hereby agree as follows:

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<sup>1</sup> See also Chapter 6 of the TIR Handbook.

<sup>2</sup> Or any other legal instrument in accordance with Annex 9, Part I, paragraph 1 (d)

## A. UNDERTAKING

1. By accepting this agreement in the appropriate form, in accordance with national legislation and administrative practice, the .... (name of association) .... undertakes, in accordance with Annex 9, Part I of the TIR Convention, to:

- (a) comply with the obligations laid down in Article 8 of the TIR Convention, particularly those contained in Section B below;
- (b) accept the maximum sum per TIR Carnet determined by .... (name of country/Customs or Economic Union) .... which may be claimed from .... (name of association) .... in accordance with Article 8, paragraph 3 of the TIR Convention, as indicated in detail in Section C below;
- (c) verify continuously and, in particular, before requesting authorization for access of persons to the TIR procedure, the fulfilment of the minimum conditions and requirements by such persons as laid down in Part II of Annex 9 of the TIR Convention;
- (d) provide its guarantee for all liabilities incurred in .... (name of country/Customs or Economic Union) .... In which it is established in connection with operations under cover of TIR Carnets issued by itself and by foreign associations affiliated to the same international organization as that to which it is itself affiliated;
- (e) cover its liabilities to the satisfaction of the competent authorities of .... (name of country/Customs or Economic Union) .... In which it is established with an insurance company, pool of insurers or financial institution. The insurance or financial guarantee contract(s) shall cover the totality of its liabilities in connection with operations under cover of TIR Carnets issued by itself and by foreign associations affiliated to the same international organization as that to which it is itself affiliated;
- (f) allow the competent authorities to verify all records and accounts kept relating to the administration of the TIR procedure;
- (g) accept a procedure for settling efficiently disputes arising from the improper or fraudulent use of TIR Carnets;<sup>3</sup>
- (h) agree that any serious or repeated non-compliance with the present minimum conditions and requirements shall lead to the authorization to issue TIR Carnets being revoked (as stipulated in paragraph 3 of the example authorization);
- (j) comply strictly with the decisions of the competent authorities of .... (name of country/Customs or Economic Union) .... in which it is established concerning the exclusion of persons in line with Article 38 and Annex 9, Part II of the TIR Convention;
- (k) agree to implement faithfully all decisions adopted by the TIR Administrative Committee and the TIR Executive Board (TIRExB) in as much as the competent authorities of .... (name of country/Customs or Economic Union) .... in which the association is established have accepted them.

## B. LIABILITY

(see Section A, paragraph 1 (a))

2. The .... (name of association) .... undertakes to pay import /or export duties and taxes, together with any default interest, due under the Customs laws and regulations of .... (name of country/Customs or Economic Union) ... if an irregularity has been noted in connection with a TIR operation. It shall be liable, jointly and severally with the persons from whom the sums mentioned above are due, for payment of such sums.

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<sup>3</sup> May be annexed to the agreement.

3. The liability of the association follows from the provisions of the TIR Convention. In particular, the liability of the association shall commence at the times specified in Article 8, paragraph 4 of the TIR Convention.

### C. MAXIMUM GUARANTEE PER TIR CARNET

(see Section A, paragraph 1 (b))

4. The maximum amount that may be claimed by the competent authorities of .... (name of country/Customs or Economic Union) ..... from .... (name of association) .... shall be limited to a sum equal to \$US 50,000 - (fifty-thousand) per TIR Carnet.<sup>4</sup>

5. In the case of transport of alcohol and tobacco, details of which are given in Annex 6, Explanatory Note 0.8.3 of the TIR Convention and which exceeds the threshold levels mentioned therein, the maximum amount that may be claimed by the competent authorities of .... (name of country/Customs or Economic Union) ..... from .... (name of association) .... shall be limited to a sum equal to \$US 200,000.- (two hundred- thousand) per "Alcohol/Tobacco" TIR Carnet.

6. The value of the above amounts in national currency shall be determined .... (daily/monthly/annually) .... on the basis of .... (conversion rate) .... .

### D. ENTRY INTO FORCE

7. This agreement shall enter into force on .... (date) .... (month) .... (year) ..... on condition that documentary evidence for coverage of all liabilities incurred in .... (name of country/Customs or Economic Union) ..... by .... (name of association) .... as referred to in Part A.1 (e) above is produced. In case documentary evidence is not provided by this date, the agreement shall enter into force on the date at which such documentary evidence is provided.

### E. TERMINATION

8. The termination of this agreement shall be without prejudice to the responsibilities and liabilities of the ..... (name of association) ..... under the TIR Convention. This means that termination of the agreement shall not affect the liabilities incurred by the .... (name of association) .... in .... (name of country/Customs or Economic Union) .... in connection with operations under cover of TIR Carnets accepted by the.... (name of competent authorities) .... before the date of termination of this agreement and issued by itself and by foreign associations affiliated to the same international organization as that to which it is itself affiliated.

9. Date and signature of competent authorities and association.

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<sup>4</sup> In accordance with Explanatory Note 0.8.3.