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INLAND TRANSPORT COMMITTEE

Working Party on Customs Questions

affecting Transport

*(Ninety-eighth session, 19-22 June 2001,
agenda item 5 (b) (i))*

**CUSTOMS CONVENTION IN THE INTERNATIONAL TRANSPORT OF GOODS
UNDER COVER OF TIR CARNETS**

(TIR CONVENTION 1975)

Revision of the TIR Convention

**Adoption of amendment proposals and examples of best practices under Phase II of the TIR
revision process**

Example authorization and agreement

Note by the TIR Secretary

1. The Working Party is invited to take note, that the TIR Executive Board (TIRExB) at its last session, 14-17 May 2001, adopted the text of an example authorization and an example agreement for the authorization of associations to issue TIR Carnets and to act as guarantor.

2. The content of the example authorization and agreement is not obligatory, but its aim is to serve as a guideline.
 3. The example authorization and agreement is split into two parts:
 - one part (example authorization) is dedicated to the authorization, granted unilaterally by the competent authorities to the association to act as such;
 - another part (example agreement) covers the written agreement or any other legal instrument, as referred to in Annex 9, Part I, paragraph 1 (e) of the Convention, between the competent authorities and the association and contains, inter alia, the minimum conditions and requirements of Annex 9, Part I, paragraph 1 (f).
 4. The adopted texts of the example authorization and agreement are annexed.
 5. The TIRExB has requested the TIR Secretary to distribute the two examples to all countries interested, in particular to those Contracting Parties whose current agreements had been found to contain omissions or inconsistencies. The examples should also be sent to the TIR Administrative Committee for endorsement.
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Annex

**EXAMPLES OF AN AUTHORIZATION AND
AN AGREEMENT BETWEEN COMPETENT AUTHORITIES AND ASSOCIATIONS**

Notes:

1. The first example covers the act of authorization as a unilateral act by the Governments which can be revoked at any time by the competent authorities in case of serious or repeated non-compliance of the provisions of Annex 9, Part I of the Convention by the national associations(s).
2. The second example covers an agreement or any other legal instrument to be established between the competent authorities and the national association(s) on the basis of national law which contains an undertaking by the national association(s) as stipulated in the Annex 9, Part I, paragraph 1 (e) as well as provisions on the time to give notice in case of termination of such agreement or any other legal instrument. If parties so wish, the agreement can be extended with additional provisions.

EXAMPLE
AUTHORIZATION OF ASSOCIATIONS
TO ISSUE TIR CARNETS AND TO ACT AS GUARANTOR

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) proven existence for at least one year as an established association representing the interests of the transport sector^{*};
- (b) provided proof of sound financial standing and organizational capabilities enabling it to fulfil its obligations under the TIR Convention;
- (c) proven knowledge of its staff in the proper application of the TIR Convention;
- (d) not committed serious or repeated offences against Customs or tax legislation;
- (e) 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 1 (f) of the TIR Convention (enclosed);
- (f) 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).

^{*} See Explanatory Note 9.I.1 (a) to Annex 9, Part I, paragraph 1 (a) of the TIR Convention

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 para. 2 (e) above comes into effect.

EXAMPLE AGREEMENT¹

In accordance with Annex 9, Part I, paragraph 1 (e) the (name of competent authorities) of (name of country/Customs or Economic Union) and the (name of association) hereby agree as follows:

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:

- (i) comply with the obligations laid down in Article 8 of the TIR Convention, particularly those contained in Section B below;
- (ii) 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;
- (iii) verify continuously and, in particular, before requesting authorization for access of persons to the TIR procedure, the fulfillment of the minimum conditions and requirements by such persons as laid down in Part II of Annex 9 of the TIR Convention;
- (iv) 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;
- (v) 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

¹ Or any other legal instrument in accordance with Annex 9, Part I, paragraph 1 (e)

to which it is itself affiliated;

- (vi) allow the competent authorities to verify all records and accounts kept relating to the administration of the TIR procedure;
- (vii) accept a procedure for settling efficiently disputes arising from the improper or fraudulent use of TIR Carnets ²;
- (viii) 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;
- (ix) 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;
- (x) agree to implement faithfully all decisions adopted by the 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 (i))

2. The (name of association) shall undertake to pay import and 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.

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 (1975).

C. MAXIMUM GUARANTEE PER TIR CARNET (see Section A, paragraph 1 (ii))

4. The maximum amount that may be claimed by the competent authorities of (name of

² May be annexed to the agreement

country/Customs or Economic Union) from (name of association) shall be limited to a sum equal to \$US 50,000.- (fifty-thousand) per TIR Carnet³.

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. (v) 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.

[8. For associations affiliated to the International Road Transport Union (IRU) and in accordance with the relevant comment adopted by the TIR Administrative Committee in 1998 (TRANS/WP.30/AC.2/49; Annex II as amended by TRANS/WP.30/AC.2/51, paras.17 and 19) documentary evidence may be produced, by a true and certified copy of the full and integral text of the global insurance contract concluded between the international global insurers and each of the member associations of the IRU as beneficiaries. It is exceptionally admissible, for a temporary period, that the global insurance contract is concluded and signed by representatives of the IRU, acting on its own behalf, on behalf of its member associations and third parties, and by representatives of the international insurers only. Under these circumstances, a certificate of insurance shall be made out by the international insurers, stating the name(s) of the insurance company(ies) and the name of the (name of association) as beneficiary. Any modification in the global insurance contract must be brought immediately to the attention of the competent authorities of (name of country/Customs or Economic Union)]⁴

³ In accordance with Explanatory Note 0.8.3.

⁴ The provisions in square brackets [...] refer to the specific situation of the international insurance system administered by the IRU.

E. TERMINATION

9. The present agreement can be terminated unilaterally at any time if the association or the competent authorities so wish. The time to give notice for the termination of this agreement shall be (days/month(s) less than the time to give notice for the termination of the insurance or financial guarantee contract as referred to in Part A. (v) above) [For associations affiliated to the International Road Transport Union (IRU) and in accordance with the relevant comment adopted by the TIR Administrative Committee in 1998 (TRANS/WP.30/AC.2/49; Annex II as amended by TRANS/WP.30/AC.2/51, paras. 17 and 19) the time to give notice for the termination of the global insurance contract concluded between the international global insurers and each of the member associations of the IRU as beneficiaries shall be six months.]⁴

10. The termination of the 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.

11. Date and signature of competent authorities and association.
