



Model Bilateral Agreement on International Road Transport *(adopted at the third session of the Ministerial Conference on Transport, 5-9 December 2016, Moscow)*

Introduction

The model bilateral agreement on international road transport has been elaborated on the basis of comparative studies of existing bilateral agreements concluded between the countries of Asia and the Pacific region. The main purposes of the studies were to identify the common elements of those agreements and propose ways to harmonize their provisions by means of a model bilateral agreement which ESCAP member States could follow in the future while negotiating new bilateral agreements or amending the existing ones.

One of the findings of the studies was that countries in the ESCAP region use quite different approaches to arranging international road transport operations, especially in respect of traffic rights. The level of liberalization of these operations ranges from limiting their geographical scope to routes in border areas to granting the right of performing international road transport operations throughout the territory of a given country without any permits needed.

It would thus be hardly possible to propose a uniform model bilateral agreement which all the countries of the region would be prepared to follow in respect of traffic rights within a short-term perspective.

In long-term perspective, liberalization of international road transport operations and replacement of quantitative restrictions (such as permits quota) by qualitative criteria for access to the markets should be considered as a target to follow. However, it may take a long period of time before all countries of the region could accept such an approach, and gradual steps for liberalization of international road transport operations should be suggested.

Keeping in mind both the long-term target and the currently existing differences in approaches to traffic rights and permit system, the Model Bilateral Agreement on International Road Transport has three options.

The first option of the Model is addressed to countries which are not yet prepared to grant general access to their territories for international road transport operations and still prefer to limit the scope of such operations to designated routes and border crossings. This option of the Model also provides for permits being required for most types of transport operations.

The second option of the Model has no reference to designated routes and border crossings, but provides for permits with quantitative restrictions (quotas) in respect of most types of international transport operations. This approach is common in the region.

The third option of the Model provides for a permit-free legal regime for occasional transport of passengers and for bilateral and transit transport of goods. The permits are required only for regular transport of passengers and for third-country transport of goods. A number of countries in the region currently follow a similar approach in their bilateral agreements on international road transport.

The wording of other provisions of the Model is kept uniform in all the three options, in order to provide the countries with a reference guide that could be followed during negotiations of new bilateral agreements or amendments to existing ones.

Model bilateral agreement on international road transport

Option 1: the case with designated routes and border crossings and with permits being required for most types of transport operations

The Government of _____ (country) and the Government of _____ (country), hereinafter referred to as the Contracting Parties,

Desiring to develop international transportation of goods and passengers by road between their countries and through their territories and to facilitate road transport connectivity between their countries and beyond,

[other texts as necessary]

Have agreed as follows:

I. GENERAL PROVISIONS

Article 1 (Scope of application)

In accordance with this Agreement the international transport of passengers and goods between the States of the Contracting Parties and in transit through their territories, as well as to / from third countries, shall be carried out by vehicles registered in the territory of the State of one of the Contracting Parties.

Article 2 (Terms and definitions)

For the purpose of this Agreement:

“Competent authorities” mean:

For _____ (name of the Contracting Party 1) - _____ (names(s) of the respective competent authority(ies))

For _____ (name of the Contracting Party 2) - _____ (names(s) of the respective competent authority(ies))

“International road transport” means movement of vehicles either laden or unladen with crossing of State border and (or) through the territory(ies) of the State(s) of the Contracting Party(ies);

“Regular transport of passengers” means carriage of passengers over a specified route, according to a timetable, with set fares charged, and with predetermined stopping points where the passengers are picked up or set down;

“Occasional transport of passengers” means any other carriage of passengers not falling under the definition of “regular transport of passengers”;

“Carrier” means an individual or a legal entity established in the territory of the State of one of the Contracting Parties and authorized in accordance with national laws and regulations of its country to perform international carriage of goods or passengers by road;

“Vehicle” means a motor vehicle registered in the State of one of the Contracting Parties at the disposal of a carrier through being its own property or through hiring or leasing contract;

- In case of transport of passengers – any motorized vehicle intended for carrying passengers with more than nine seats including the driver's seat, including luggage trailer in the place where carriage takes place and such luggage trailer is not forbidden;

- In case of transport of goods - any motorized vehicle intended for carrying goods, including truck, truck with trailer, motor tractor and motor tractor with semi-trailer;

“Trailer” means any vehicle designed to be drawn by a power-driven vehicle, and includes semi-trailer;

“Driver” means an individual authorized by the competent authority of a Contracting Party to operate the vehicle;

“Driving license” means a document issued by the competent authority of a Contracting Party granting the right to the driver to operate the vehicle;

“Permit” means a document issued by the competent authority of a Contracting Party granting the right to undertake an international road transport on the territory of the State of that Contracting Party by a carrier established in the State of the other Contracting Party;

“Special permit” means an additional single-use permit issued in accordance with national laws and regulations of a Contracting Party for a carrier established in the State of another Contracting Party to carry oversized, overweight or dangerous goods on its territory;

“Third-country permit” means a single-use permit for a carrier of one Contracting Party to run a vehicle from the territory of the State of another Contracting Party to the territory of a third State, or from the territory of a third State to the territory of the State of the other Contracting Party;

“Sanitary inspection” means medical, veterinary and phytosanitary inspection.

[The Contracting Parties may add any other definition deemed relevant or necessary for the clarity of the agreement]

II. TRAFFIC RIGHTS

Article 3 (Routes and border crossings)

1. Carriage of goods and passengers by vehicles between the territories of the States of the Contracting Parties (and in transit through their territories) is undertaken on the routes and through the State border crossings as agreed by the Contracting Parties and defined in the Annexure to this Agreement.
2. The list of routes and State border crossings is amended by arrangements between the competent authorities of the Contracting Parties.

Transport of Passengers

Article 4 (Regular transport of passengers)

1. Regular transport of passengers is performed on the basis of a permit granted by the competent authorities of the Contracting Parties.
2. Information on the route, the timetable, the fares, stopping points at which the carrier will embark and disembark passengers, and also the period and frequency of the transport, as well as other conditions agreed upon by the competent authorities of the Contracting Parties are indicated in the permit or in an annex to the permit, which should be certified by the competent authorities of the Contracting Party where the carrier is established.
3. Proposals for regular transport of passengers are submitted to each other by the competent authorities of the Contracting Parties. The decision of granting a permit or of refusal of granting a permit should be taken within ____ months upon the submission of the proposals.
4. The period of validity of the permit for regular transport of passengers is ____ year(s). The competent authorities of the Contracting Parties can amend this period upon their mutual agreement.

Article 5 (Occasional transport of passengers)

1. Occasional transport of passengers, with the exception of transport operations listed in Article 6 of this Agreement is performed on the basis of permits issued by the competent authorities of the Contracting Parties.
2. For each occasional transport of passengers a separate permit is issued, which gives the right for a single outward and return journey, unless otherwise specified in the permit.
3. Each year the competent authorities of the Contracting Parties exchange without charge a jointly agreed quantity of blank permits for occasional transport of passengers. The blanks bear the signature of the relevant official and the stamp of the competent authority that has issued the permit.

4. The competent authorities of the Contracting Parties agree on the procedure for the practical exchange of blank permits.

Article 6 (Permit exemption for occasional transport of passengers)

1. A permit for occasional transport of passengers is not required if the same group of passengers is being carried in the same bus throughout the entire trip, and:

a) the journey starts and terminates on the territory of the State of the Contracting Party where the bus is registered;

b) the journey starts on the territory of the State of the Contracting Party where the bus is registered and terminates on the territory of the State of the other Contracting Party, on the condition that the bus leaves the territory of the State of that Contracting Party empty;

c) the bus enters the territory of the State of the other Contracting Party to carry the group of passengers brought in earlier by the same carrier.

2. For occasional transport under paragraph 1 of this article the driver of the bus shall be in possession of the list of passengers in the format agreed by the competent authorities of the Contracting Parties.

3. A permit is likewise not required for the passage of a bus to replace a bus that has broken down within the course of an occasional transport of passengers.

Transport of Goods

Article 7 (Permits for transport of goods)

1. Transport of goods between the territories of the States of the Contracting Parties and in transit through their territories, with the exception of transport operations listed in Article 8 of this Agreement, are performed on the basis of a permit issued by the competent authorities of the Contracting Parties. Permit is also required for run of unladen vehicle entering the territory of the State of the other Contracting Party.

2. The competent authorities of the Contracting Parties issue multiple-use or single-use permits.

3. Multiple-use permit gives the right to perform more than one outward and return journey within the time period indicated in the permit. The competent authorities of the Contracting Parties shall jointly define the conditions of issuing multiple-use permits.

4. Single-use permit gives the right for one outward and return journey.

5. The carrier of the State of one Contracting Party may transport goods from the territory of the State of the other Contracting Party to the territory of a third State and from the territory of a third State to the territory of the State of the

other Contracting Party on the basis of a third-country permit, issued by the competent authorities of the other Contracting Party.

[The Contracting Parties may condition such transport operations on the existence of transport agreements with the third States concerned]

6. Each year the competent authorities of the Contracting Parties exchange without charge a jointly agreed quantity of blank permits of all types for the transport of goods. The blanks bear the signature of the relevant official and the stamp of the competent authority that has issued the permit. Permits issued in the course of each year shall be valid until 31 January of the following year or as agreed by the parties.

7. The competent authorities of the Contracting Parties agree on the procedure for the practical exchange of blank permits.

Article 8 (Permit exemption for transport of goods)

1. A permit as referred to in paragraph 1 of Article 7 of this Agreement is not required for the following types of transport:

a) Transport performed by vehicles, the maximum permissible weight of which, including a trailer or semitrailer, does not exceed 6 tonnes, or the permitted payload of which, including a trailer or semitrailer, does not exceed 3,5 tonnes; [Subject to relevant national legislation of the States of the Contracting Parties]

b) Transport of a tractor to replace the tractor that has broken down in the course of transport;

c) Transport of medical equipment, appliances and drugs for emergency medical aid, particularly in response to natural disasters and humanitarian needs;

d) Transport of exhibits, works and objects of art, equipment and materials for fairs and exhibitions;

e) Transport of decor, other properties, animals intended for theatrical, musical, sport or circus performances, fairs and movie shows, as well as articles intended for radio recordings or for film or television programs;

f) Transport of corpses, remains and ashes of deceased persons;

g) Transport of postal consignments;

h) Transport of movable properties during relocation.

2. A permit referred to in paragraph 1 of Article 7 of this Agreement is likewise not required for the passage of technical assistance vehicles intended for the repair or towing of vehicles that have broken down.

3. The exceptions, mentioned in sub-paragraphs “e” and “f” of paragraph 1 of this Article, are valid only if the load is returned to the State where the vehicle is registered or if the load is transported to the territory of a third State.

Article 9 (Prohibition of cabotage)

Carriers registered on the territory of the State of one Contracting Party are not allowed to perform transport operations with loading and unloading goods or embarking and disembarking passengers between two points located in the territory of the State of the other Contracting Party.

III. COMMON PROVISIONS

Article 10 (Documents for vehicle and driver)

1. The driver of the vehicle shall be in possession of a driving license valid for the category of the vehicle used for the international road transport under this Agreement, as well as of the registration documents for that vehicle.
2. The vehicle used for international road transport under this Agreement shall have registration plates and the distinguishing sign of the State of the Contracting Party in which it is registered. Trailers and semi-trailers can have registration plates and distinguishing signs of other States provided that trucks or trailers have registration plates and the distinguishing signs of the States of the Contracting Parties.
3. The permits and other documents that are required under this Agreement shall be kept on-board the vehicle and be presented at the request of the control authorities of the Contracting Parties.
4. The Contracting Parties mutually recognize the valid driving licenses, registration documents of the vehicle and license plates issued by their competent authorities.

Article 11 (Weights and dimensions)

1. Weights, dimensions and other parameters of the vehicles used for international road transport under this Agreement, including axle load, shall comply with the requirements of national laws and regulations of the State of the Contracting Party in whose territory the transport is performed.
2. If the dimensions or weight of the vehicle, laden or unladen, exceed the limits established in the territory of the State of the other Contracting Party, the carrier shall obtain a special permit from the competent authorities of that Contracting Party and in accordance with national laws and regulations of its State.

[National provisions on weights, maximum axle loads and dimensions of the vehicles can be annexed to the Agreement]

[Provisions on the emission standards can be included into the Agreement by the Contracting Parties as a separate article or in an Annex to the Agreement]

Article 12 (Dangerous goods)

1. Dangerous goods are carried in accordance with international treaties by which the Contracting Parties are bound, as well as with national laws and regulations of the States of the Contracting Parties.
2. If the carriage of dangerous goods in accordance with an international treaty or national laws and regulations of the State of the Contracting Party requires a special permit, the carrier shall obtain it from the competent authorities of that Contracting Party prior to commencing the international road transport.
3. The competent authorities of the Contracting Parties exchange lists of dangerous goods and information on the conditions of their carriage under national laws and regulations of their respective States in the framework of the Joint Committee established in accordance with this Agreement.

Article 13 (Customs payment exemptions)

1. The following items imported in its vehicle by a carrier of one Contracting Party to the territory of the State of the other Contracting Party for the purposes of international road transport under this Agreement are reciprocally exempted from Customs duties, charges and taxes:
 - a) fuel contained in normal, manufacturer-made fuel tanks technologically and structurally related to the power supply system of the engine, as well as fuel contained in fuel tanks installed by the manufacturer of trailers and semi-trailers and intended for heating or cooling systems of the vehicle;
 - b) lubricants in a quantity normally required for vehicle maintenance during international road transport;
 - c) temporarily imported spare parts and tools for repairing a vehicle damaged in the course of international road transport.
2. Unused spare parts and tools mentioned in paragraph 1 c) of this article are subject to re-export. Replaced parts must be re-exported or placed under the Customs procedure of destruction or another Customs procedure in accordance with applicable laws and regulations of the State of the Contracting Party in whose territory the Customs regime of those spare parts is being changed.

Article 14 (Use of vehicles and roads)

1. In the course of international road transport under this Agreement the carriers of the Contracting Parties are reciprocally exempt from payment of taxes and charges related to possession or usage of the vehicles.
2. If either Contracting Party levies tolls and duties for the use of roads, bridges and tunnels on the territory of its State, the amounts of payment shall be the same for the carriers of that Contracting Party and the carriers of the other Contracting Party.

Article 15 (Insurance)

Carriers of passengers and goods under this Agreement shall have a valid certificate of third party civil liability insurance in respect of their vehicles. Carriers shall obtain such certificate in advance in respect of each of their vehicles.

Article 16 (Compliance with laws and infringement)

1. Carriers and crews of their vehicles engaged in international road transport shall comply with the provisions of this Agreement, as well as national laws and regulations, including traffic rules of the State of the host Contracting Party. In case of violation, the penalty shall be imposed in accordance with the national laws and regulations of the State of the Contracting Party in whose territory the violation was committed.

2. In case of a violation by a carrier or the crew of its vehicle of the provisions of this Agreement or of applicable domestic legislation, the competent authority of the Contracting Party in whose State territory the violation has occurred notifies the competent authority of the other Contracting Party, which takes the necessary measures under the national legislation of its State. The competent authorities of the Contracting Parties inform each other in due time of the measures taken.

Article 17 (Inspections)

1. Frontier, Customs, transport and sanitary inspections are subject to the provisions of international agreements by which the Contracting Parties are bound. Matters not regulated by such agreements are resolved in accordance with the domestic legislation of the State in whose territory the inspection in question takes place.

2. Frontier, Customs, transport and sanitary inspections are carried out on a priority basis in respect of transport of persons requiring urgent medical assistance, regular transport of passengers, as well as transport of animals and perishable goods.

[The Contracting Parties may include other categories of transport operations which would be granted priority for inspections]

[Provisions on visa facilitation can be included into the Agreement by the Contracting Parties as a separate article or in an Annex to the Agreement]

Article 18 (Joint Committee)

The competent authorities of the Contracting Parties shall establish a Joint Committee to consider the matters of interpretation and implementation of this Agreement.

Article 19 (Dispute settlement)

Any divergence related to the interpretation and implementation of this Agreement shall be resolved through negotiations and consultations between the competent authorities of the Contracting Parties.

IV. FINAL PROVISIONS

Article 20 (Other obligations of the Parties)

This Agreement shall not affect the rights and obligations of each of the Contracting Parties arising from other treaties in which _____ (country) or _____ (country) participate.

Article 21 (Entry into force and amendment)

1. This Agreement shall come into force not later than 30 days after the date of receipt of the last written notification through diplomatic channels confirming the completion of internal State procedures required for its entry into force.
2. The Contracting Parties may, by joint agreement, make amendments to this Agreement that shall come into force in accordance with the procedure indicated in paragraph 1 of the present article.
3. This Agreement is concluded for an indefinite period of time and shall remain in force until _____ months have elapsed following the date on which one of the Contracting Parties notifies the other Contracting Party through diplomatic channels of its intention to terminate its validity.

Done at _____ on “__” _____ 20__ in two original copies, each in the _____ languages, [and a language of international circulation] all these texts being equally authentic. (In case of any divergence, the [usually international language] _____ text shall be used for the purpose of interpretation of the provisions of this Agreement).

ANNEXURE

List of routes and State border crossings for international road transport

1. City - city -border crossing (country)/border crossing (country) - city - city.
2. City - city -border crossing (country)/border crossing (country) - city - city.

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Option 2: no designated routes and border crossings, but permits with quantitative restrictions (quotas) required in respect of most types of international transport operations.

The Government of _____ (country) and the Government of (country), hereinafter referred to as the Contracting Parties,

Desiring to develop international transportation of goods and passengers by road between their countries and through their territories and to facilitate road transport connectivity between their countries and beyond,

[other texts as necessary]

Have agreed as follows:

I. GENERAL PROVISIONS

Article 1 (Scope of application)

In accordance with this Agreement the international transport of passengers and goods between the States of the Contracting Parties and in transit through their territories, as well as to/from third countries, shall be carried out by vehicles registered in the territory of the State of one of the Contracting Parties.

Article 2 (Terms and definitions)

For the purpose of this Agreement:

“Competent authorities” mean:

For _____ (name of the Contracting Party 1) -
_____ (names(s) of the respective competent authority(ies))

For _____ (name of the Contracting Party 2) -
_____ (names(s) of the respective competent authority(ies))

“International road transport” means movement of vehicles either laden or unladen with crossing of State border and (or) through the territory(ies) of the State(s) of the Contracting Party(ies);

“Regular transport of passengers” means carriage of passengers over a specified route, according to a timetable, with set fares charged, and with predetermined stopping points where the passengers are picked up or set down;

“Occasional transport of passengers” means any other carriage of passengers not falling under the definition of “regular transport of passengers”;

“Carrier” means an individual or a legal entity established in the territory of the State of one of the Contracting Parties and authorized in accordance with national laws and regulations of its country to perform international carriage of goods or passengers by road;

“Vehicle” means a motor vehicle registered in the State of one of the Contracting Parties at the disposal of a carrier through being its own property or through hiring or leasing contract;

- In case of transport of passengers – any motorized vehicle intended for carrying passengers with more than nine seats including the driver's seat, including luggage trailer in the place where carriage takes place and such luggage trailer is not forbidden;
- In case of transport of goods - any motorized vehicle intended for carrying goods, including truck, truck with trailer, motor tractor and motor tractor with semi-trailer;

“Trailer” means any vehicle designed to be drawn by a power-driven vehicle, and includes semi-trailer;

“Driver” means an individual authorized by the competent authority of a Contracting Party to operate the vehicle;

“Driving license” means a document issued by the competent authority of a Contracting Party granting the right to the driver to operate the vehicle;

“Permit” means a document issued by the competent authority of a Contracting Party granting the right to undertake an international road transport on the territory of the State of that Contracting Party by a carrier established in the State of the other Contracting Party;

“Special permit” means an additional single-use permit issued in accordance with national laws and regulations of a Contracting Party for a carrier established in the State of another Contracting Party to carry oversized, overweight or dangerous goods on its territory;

“Third-country permit” means a single-use permit for a carrier of one Contracting Party to run a vehicle from the territory of the State of another Contracting Party to the territory of a third State, or from the territory of a third State to the territory of the State of the other Contracting Party;

“Sanitary inspection” means medical, veterinary and phytosanitary inspection.

[The Contracting Parties may add any other definition deemed relevant or necessary for the clarity of the agreement]

II. TRAFFIC RIGHTS

Article 3 (Regular transport of passengers)

1. Regular transport of passengers is performed on the basis of a permit granted by the competent authorities of the Contracting Parties.
2. Information on the route, the timetable, the fares, stopping points at which the carrier will embark and disembark passengers, and also the period and frequency of the transport, as well as other conditions agreed upon by the competent authorities of the Contracting Parties are indicated in the permit or in an annex to the permit, which should be certified by the competent authorities of the Contracting Party where the carrier is established.
3. Proposals for regular transport of passengers are submitted to each other by the competent authorities of the Contracting Parties. The decision of granting a permit or of refusal of granting a permit should be taken within ____ months upon the submission of the proposals.
4. The period of validity of the permit for regular transport of passengers is ____ year(s). The competent authorities of the Contracting Parties can amend this period upon their mutual agreement.

Article 4 (Occasional transport of passengers)

1. Occasional transport of passengers, with the exception of transport operations listed in Article 5 of this Agreement is performed on the basis of permits issued by the competent authorities of the Contracting Parties.
2. For each occasional transport of passengers a separate permit is issued, which gives the right for a single outward and return journey, unless otherwise specified in the permit.
3. Each year the competent authorities of the Contracting Parties exchange without charge a jointly agreed quantity of blank permits for occasional transport of passenger. The blanks bear the signature of the relevant official and the stamp of the competent authority that has issued the permit.
4. The competent authorities of the Contracting Parties agree on the procedure for the practical exchange of blank permits.

Article 5 (Permit exemption for occasional transport of passengers)

1. A permit for occasional transport of passengers is not required if the same group of passengers is being carried in the same bus throughout the entire trip, and:
 - a) The journey starts and terminates on the territory of the State of the Contracting Party where the bus is registered;
 - b) The journey starts on the territory of the State of the Contracting Party where the bus is registered and terminates on the territory of the State of

the other Contracting Party, on the condition that the bus leaves the territory of the State of that Contracting Party empty;

c) The bus enters the territory of the State of the other Contracting Party to carry the group of passengers brought in earlier by the same carrier.

2. For occasional transport under paragraph 1 of this article the driver of the bus shall be in possession of the list of passengers in the format agreed by the competent authorities of the Contracting Parties.

3. A permit is likewise not required for the passage of a bus to replace a bus that has broken down within the course of an occasional transport of passengers.

Transport of Goods

Article 6 (Permits for transport of goods)

1. Transport of goods between the territories of the States of the Contracting Parties and in transit through their territories, with the exception of transport operations listed in Article 7 of this Agreement, are performed on the basis of a permit issued by the competent authorities of the Contracting Parties. Permit is also required for run of unladen vehicle entering the territory of the State of the other Contracting Party.

2. The competent authorities of the Contracting Parties issue multiple-use or single-use permits.

3. Multiple-use permit gives the right to perform more than one outward and return journey within the time period indicated in the permit. The competent authorities of the Contracting Parties shall jointly define the conditions of issuing multiple-use permits.

4. Single-use permit gives the right for one outward and return journey.

5. The carrier of the State of one Contracting Party may transport goods from the territory of the State of the other Contracting Party to the territory of a third State and from the territory of a third State to the territory of the State of the other Contracting Party on the basis of a third-country permit, issued by the competent authorities of the other Contracting Party.

[The Contracting Parties may condition such transport operations on the existence of transport agreements with the third States concerned]

6. Each year the competent authorities of the Contracting Parties exchange without charge a jointly agreed quantity of blank permits of all types for the transport of goods. The blanks bear the signature of the relevant official and the stamp of the competent authority that has issued the permit. Permits issued in the course of each year shall be valid until 31 January of the following year or as agreed by the parties.

7. The competent authorities of the Contracting Parties agree on the procedure for the practical exchange of blank permits.

Article 7 (Permit exemption for transport of goods)

1. A permit as referred to paragraph 1 of in Article 6 of this Agreement is not required for the following types of transport:

a) Transport performed by vehicles, the maximum permissible weight of which, including a trailer or semitrailer, does not exceed 6 tonnes, or the permitted payload of which, including a trailer or semitrailer, does not exceed 3,5 tonnes; [Subject to relevant national legislation of the States of the Contracting Parties]

b) Transport of a tractor to replace the tractor that has broken down in the course of transport;

c) Transport of medical equipment, appliances and drugs for emergency medical aid, particularly in response to natural disasters and humanitarian needs;

d) Transport of exhibits, works and objects of art, equipment and materials for fairs and exhibitions;

e) Transport of decor, other properties, animals intended for theatrical, musical, sport or circus performances, fairs and movie shows, as well as articles intended for radio recordings or for film or television programs;

f) Transport of corpses, remains and ashes of deceased persons;

g) Transport of postal consignments;

h) Transport of movable properties during relocation.

2. A permit referred to in paragraph 1 of Article 6 of this Agreement is likewise not required for the passage of technical assistance vehicles intended for the repair or towing of vehicles that have broken down.

3. The exceptions, mentioned in sub-paragraphs “e” and “f” of paragraph 1 of this Article, are valid only if the load is returned to the State where the vehicle is registered or if the load is transported to the territory of a third State.

Article 8 (Prohibition of cabotage)

Carrier registered on the territory of the State of one Contracting Party are not allowed to perform transport operations with loading and unloading goods or embarking and disembarking passengers between two points located in the territory of the State of the other Contracting Party.

III. COMMON PROVISIONS

Article 9 (Documents for vehicle and driver)

1. The driver of the vehicle shall be in possession of a driving license valid for the category of the vehicle used for the international road transport under this Agreement, as well as of the registration documents for that vehicle.

2. The vehicle used for international road transport under this Agreement shall have registration plates and the distinguishing sign of the State of the Contracting Party in which it is registered. Trailers and semi-trailers can have registration plates and distinguishing signs of other States provided that trucks or trailers have registration plates and the distinguishing signs of the States of the Contracting Parties.

3. The permits and other documents that are required under this Agreement shall be kept on-board the vehicle and be presented at the request of the control authorities of the Contracting Parties.

4. The Contracting Parties mutually recognize the valid driving licenses, registration documents of the vehicle and license plates issued by their competent authorities.

Article 10 (Weights and dimensions)

1. Weights, dimensions and other parameters of the vehicles used for international road transport under this Agreement, including axle load, shall comply with the requirements of national laws and regulations of the State of the Contracting Party in whose territory the transport is performed.

2. If the dimensions or weight of the vehicle, laden or unladen, exceed the limits established in the territory of the State of the other Contracting Party, the carrier shall obtain a special permit from the competent authorities of that Contracting Party and in accordance with national laws and regulations of its State.

[National provisions on weights, maximum axle loads and dimensions of the vehicles can be annexed to the Agreement]

[Provisions on the emission standards can be included into the Agreement by the Contracting Parties as a separate article or in an Annex to the Agreement]

Article 11 (Dangerous goods)

1. Dangerous goods are carried in accordance with international treaties by which the Contracting Parties are bound, as well as with national laws and regulations of the States of the Contracting Parties.

2. If the carriage of dangerous goods in accordance with an international treaty or national laws and regulations of the State of the Contracting Party requires a special permit, the carrier shall obtain it from the competent authorities of that Contracting Party prior to commencing the international road transport.

3. The competent authorities of the Contracting Parties exchange lists of dangerous goods and information on the conditions of their carriage under national laws and regulations of their respective States in the framework of the Joint Committee established in accordance with this Agreement.

Article 12 (Customs payment exemptions)

1. The following items imported in its vehicle by a carrier of one Contracting Party to the territory of the State of the other Contracting Party for the purposes of international road transport under this Agreement are reciprocally exempted from Customs duties, charges and taxes:

a) fuel contained in normal, manufacturer-made fuel tanks technologically and structurally related to the power supply system of the engine, as well as fuel contained in fuel tanks installed by the manufacturer of trailers and semi-trailers and intended for heating or cooling systems of the vehicle;

b) lubricants in a quantity normally required for vehicle maintenance during international road transport;

c) temporarily imported spare parts and tools for repairing a vehicle damaged in the course of international road transport.

2. Unused spare parts and tools mentioned in paragraph 1 c) of this article are subject to re-export. Replaced parts must be re-exported or placed under the Customs procedure of destruction or another Customs procedure in accordance with applicable laws and regulations of the State of the Contracting Party in whose territory the Customs regime of those spare parts is being changed.

Article 13 (Use of vehicles and roads)

1. In the course of international road transport under this Agreement the carriers of the Contracting Parties are reciprocally exempt from payment of taxes and charges related to possession or usage of the vehicles.

2. If either Contracting Party levies tolls and duties for the use of roads, bridges and tunnels on the territory of its State, the amounts of payment shall be the same for the carriers of that Contracting Party and the carriers of the other Contracting Party.

Article 14 (Insurance)

Carriers of passengers and goods under this Agreement shall have a valid certificate of third party civil liability insurance in respect of their vehicles. Carriers shall obtain such certificate in advance in respect of each of their vehicles.

Article 15 (Compliance with laws and infringement)

1. Carriers and crews of their vehicles engaged in international road transport shall comply with the provisions of this Agreement, as well as national laws and regulations, including traffic rules of the State of the host Contracting Party. In case of violation, the penalty shall be imposed in accordance with the national laws and regulations of the State of the Contracting Party in whose territory the violation was committed.

2. In case of a violation by a carrier or the crew of its vehicle of the provisions of this Agreement or of applicable domestic legislation, the competent authority of the Contracting Party in whose State territory the violation has occurred notifies the competent authority of the other Contracting Party, which takes the necessary measures under the national legislation of its State. The competent authorities of the Contracting Parties inform each other in due time of the measures taken.

Article 16 (Inspections)

1. Frontier, Customs, transport and sanitary inspections are subject to the provisions of international agreements by which the Contracting Parties are bound. Matters not regulated by such agreements are resolved in accordance with the domestic legislation of the State in whose territory the inspection in question takes place.

2. Frontier, Customs, transport and sanitary inspections are carried out on a priority basis in respect of transport of persons requiring urgent medical assistance, regular transport of passengers, as well as transport of animals and perishable goods.

[The Contracting Parties may include other categories of transport operations which would be granted priority for inspections]

[Provisions on visa facilitation can be included into the Agreement by the Contracting Parties as a separate article or in an Annex to the Agreement]

Article 17 (Joint Committee)

The competent authorities of the Contracting Parties shall establish a Joint Committee to consider the matters of interpretation and implementation of this Agreement.

Article 18 (Dispute settlement)

Any divergence related to the interpretation and implementation of this Agreement shall be resolved through negotiations and consultations between the competent authorities of the Contracting Parties.

IV. FINAL PROVISIONS

Article 19 (Other obligations of the Parties)

This Agreement shall not affect the rights and obligations of each of the Contracting Parties arising from other treaties in which _____ (country) or _____ (country) participate.

Article 20 (Entry into force and amendment)

1. This Agreement shall come into force not later than 30 days after the date of receipt of the last written notification through diplomatic channels confirming the completion of internal State procedures required for its entry into force.

2. The Contracting Parties may, by joint agreement, make amendments to this Agreement that shall come into force in accordance with the procedure indicated in paragraph 1 of the present article.

3. This Agreement is concluded for an indefinite period of time and shall remain in force until _____ months have elapsed following the date on which one of the Contracting Parties notifies the other Contracting Party through diplomatic channels of its intention to terminate its validity.

Done at _____ on “__” _____ 20__ in two original copies, each in the _____ languages, [and a language of international circulation] all these texts being equally authentic. (In case of any divergence, the [usually international language] _____ text shall be used for the purpose of interpretation of the provisions of this Agreement).

Model bilateral agreement on international road transport

Option 3: no permit required for occasional transport of passengers and for bilateral and transit transport of goods. Permits are required only for regular transport of passengers and for third-country transport of goods.

The Government of _____ (country) and the Government of (country), hereinafter referred to as the Contracting Parties,

Desiring to develop international transportation of goods and passengers by road between their countries and through their territories and to facilitate road transport connectivity between their countries and beyond,

[other texts as necessary]

Have agreed as follows:

I. GENERAL PROVISIONS

Article 1 (Scope of application)

In accordance with this Agreement the international transport of passengers and goods between the States of the Contracting Parties and in transit through their territories, as well as to / from third countries, shall be carried out by vehicles registered in the territory of the State of one of the Contracting Parties.

Article 2 (Terms and definitions)

For the purpose of this Agreement:

“Competent authorities” mean:

For _____ (name of the Contracting Party 1) -
_____ (names(s) of the respective competent authority(ies))

For _____ (name of the Contracting Party 2) -
_____ (names(s) of the respective competent authority(ies))

“International road transport” means movement of vehicles either laden or unladen with crossing of State border and (or) through the territory(ies) of the State(s) of the Contracting Party(ies);

“Regular transport of passengers” means carriage of passengers over a specified route, according to a timetable, with set fares charged, and with predetermined stopping points where the passengers are picked up or set down;

“Occasional transport of passengers” means any other carriage of passengers not falling under the definition of “regular transport of passengers”;

“Carrier” means an individual or a legal entity established in the territory of the State of one of the Contracting Parties and authorized in accordance with national laws and regulations of its country to perform international carriage of goods or passengers by road;

“Vehicle” means a motor vehicle registered in the State of one of the Contracting Parties at the disposal of a carrier through being its own property or through hiring or leasing contract;

- In case of transport of passengers – any motorized vehicle intended for carrying passengers with more than nine seats including the driver's seat, including luggage trailer in the place where carriage takes place and such luggage trailer is not forbidden;
- In case of transport of goods - any motorized vehicle intended for carrying goods, including truck, truck with trailer, motor tractor and motor tractor with semi-trailer;

“Trailer” means any vehicle designed to be drawn by a power-driven vehicle, and includes semi-trailer;

“Driver” means an individual authorized by the competent authority of a Contracting Party to operate the vehicle;

“Driving license” means a document issued by the competent authority of a Contracting Party granting the right to the driver to operate the vehicle;

“Permit” means a document issued by the competent authority of a Contracting Party granting the right to undertake an international road transport on the territory of the State of that Contracting Party by a carrier established in the State of the other Contracting Party;

“Special permit” means an additional single-use permit issued in accordance with national laws and regulations of a Contracting Party for a carrier established in the State of another Contracting Party to carry oversized, overweight or dangerous goods on its territory;

“Third-country permit” means a single-use permit for a carrier of one Contracting Party to run a vehicle from the territory of the State of another Contracting Party to the territory of a third State, or from the territory of a third State to the territory of the State of the other Contracting Party;

“Sanitary inspection” means medical, veterinary and phytosanitary inspection.

[The Contracting Parties may add any other definition deemed relevant or necessary for the clarity of the agreement]

II. TRAFFIC RIGHTS

Article 3 (Transport of passengers)

1. Regular transport of passengers is performed on the basis of a permit granted by the competent authorities of the Contracting Parties.
2. Information on the route, the timetable, the fares, stopping points at which the carrier will embark and disembark passengers, and also the period and frequency of the transport, as well as other conditions agreed upon by the competent authorities of the Contracting Parties are indicated in the permit or in an annex to the permit, which should be certified by the competent authorities of the Contracting Party where the carrier is established.
3. Proposals for regular transport of passengers are submitted to each other by the competent authorities of the Contracting Parties. The decision of granting a permit or of refusal of granting a permit should be taken within ____ months upon the submission of the proposals.
4. The period of validity of the permit for regular transport of passengers is ____ year(s). The competent authorities of the Contracting Parties can amend this period upon their mutual agreement.
5. Occasional transport of passengers is performed without permits.

Article 4 (Transport of goods)

1. Transport of goods between the territories of the States of the Contracting Parties and in transit through their territories shall be carried out without permits.
2. The carrier of the State of one Contracting Party may transport goods from the territory of the State of the other Contracting Party to the territory of a third State and from the territory of a third State to the territory of the State of the other Contracting Party on the basis of a third-country permit, issued by the competent authorities of the other Contracting Party

[The Contracting Parties may condition such transport operations on the existence of transport agreements with the third States concerned]

3. Each year the competent authorities of the Contracting Parties exchange without charge a jointly agreed quantity of blank third-country permits. The blank third-country permits bear the signature of the relevant official and the stamp of the competent authority that has issued the third-country permit. Third-country permits issued in the course of each year shall be valid until 31 January of the following year or as agreed by the parties.
4. The competent authorities of the Contracting Parties agree on the procedure for the practical exchange of blank third-country permits.

Article 5 (Prohibition of cabotage)

The carrier registered on the territory of the State of one Contracting Party is not allowed to perform transport operations with loading and unloading goods or embarking and disembarking passengers between two points located in the territory of the State of the other Contracting Party.

III. COMMON PROVISIONS

Article 6 (Documents for vehicle and driver)

1. The driver of the vehicle shall be in possession of a driving license valid for the category of the vehicle used for the international road transport under this Agreement, as well as of the registration documents for that vehicle.
2. The vehicle used for international road transport under this Agreement shall have registration plates and the distinguishing sign of the State of the Contracting Party in which it is registered. Trailers and semi-trailers can have registration plates and distinguishing signs of other States provided that trucks or trailers have registration plates and the distinguishing signs of the States of the Contracting Parties.
3. The permits and other documents that are required under this Agreement shall be kept on-board the vehicle and be presented at the request of the control authorities of the Contracting Parties.
4. The Contracting Parties mutually recognize the valid driving licenses, registration documents of the vehicle and license plates issued by their competent authorities.

Article 7 (Weights and dimensions)

1. Weights, dimensions and other parameters of the vehicles used for international road transport under this Agreement, including axle load, shall comply with the requirements of national laws and regulations of the State of the Contracting Party in whose territory the transport is performed.
2. If the dimensions or weight of the vehicle, laden or unladen, exceed the limits established in the territory of the State of the other Contracting Party, the carrier shall obtain a special permit from the competent authorities of that Contracting Party and in accordance with national laws and regulations of its State.

[National provisions on weights, maximum axle loads and dimensions of the vehicles can be annexed to the Agreement]

[Provisions on the emission standards can be included into the Agreement by the Contracting Parties as a separate article or in an Annex to the Agreement]

Article 8 (Dangerous goods)

1. Dangerous goods are carried in accordance with international treaties by which the Contracting Parties are bound, as well as with national laws and regulations of the States of the Contracting Parties.
2. If the carriage of dangerous goods in accordance with an international treaty or national laws and regulations of the State of the Contracting Party requires a special permit, the carrier shall obtain it from the competent authorities of that Contracting Party prior to commencing the international road transport.
3. The competent authorities of the Contracting Parties exchange lists of dangerous goods and information on the conditions of their carriage under national laws and regulations of their respective States in the framework of the Joint Committee established in accordance with this Agreement.

Article 9 (Customs payment exemptions)

1. The following items imported in its vehicle by a carrier of one Contracting Party to the territory of the State of the other Contracting Party for the purposes of international road transport under this Agreement are reciprocally exempted from Customs duties, charges and taxes:
 - a) Fuel contained in normal, manufacturer-made fuel tanks technologically and structurally related to the power supply system of the engine, as well as fuel contained in fuel tanks installed by the manufacturer of trailers and semi-trailers and intended for heating or cooling systems of the vehicle;
 - b) Lubricants in a quantity normally required for vehicle maintenance during international road transport;
 - c) Temporarily imported spare parts and tools for repairing a vehicle damaged in the course of international road transport.
2. Unused spare parts and tools mentioned in paragraph 1 c) of this article are subject to re-export. Replaced parts must be re-exported or placed under the Customs procedure of destruction or another Customs procedure in accordance with applicable laws and regulations of the State of the Contracting Party in whose territory the Customs regime of those spare parts is being changed.

Article 10 (Use of vehicles and roads)

1. In the course of international road transport under this Agreement the carriers of the Contracting Parties are reciprocally exempt from payment of taxes and charges related to possession or usage of the vehicles.
2. If either Contracting Party levies tolls and duties for the use of roads, bridges and tunnels on the territory of its State, the amounts of payment shall be the same for the carriers of that Contracting Party and the carriers of the other Contracting Party.

Article 11 (Insurance)

Carriers of passengers and goods under this Agreement shall have a valid certificate of third party civil liability insurance in respect of their vehicles. Carriers shall obtain such certificate in advance in respect of each of their vehicles.

Article 12 (Compliance with laws and infringement)

1. Carriers and crews of their vehicles engaged in international road transport shall comply with the provisions of this Agreement, as well as national laws and regulations, including traffic rules of the State of the host Contracting Party. In case of violation, the penalty shall be imposed in accordance with the national laws and regulations of the state of the Contracting Party in whose territory the violation was committed.

2. In case of a violation by a carrier or the crew of its vehicle of the provisions of this Agreement or of applicable domestic legislation, the competent authority of the Contracting Party in whose State territory the violation has occurred notifies the competent authority of the other Contracting Party, which takes the necessary measures under the national legislation of its State. The competent authorities of the Contracting Parties inform each other in due time of the measures taken.

Article 13 (Inspections)

1. Frontier, Customs, transport and sanitary inspections are subject to the provisions of international agreements by which the Contracting Parties are bound. Matters not regulated by such agreements are resolved in accordance with the domestic legislation of the State in whose territory the inspection in question takes place.

2. Frontier, Customs, transport and sanitary inspections are carried out on a priority basis in respect of transport of persons requiring urgent medical assistance, regular transport of passengers, as well as transport of animals and perishable goods.

[The Contracting Parties may include other categories of transport operations which would be granted priority for inspections]

[Provisions on visa facilitation can be included into the Agreement by the Contracting Parties as a separate article or in an Annex to the Agreement]

Article 14 (Joint Committee)

The competent authorities of the Contracting Parties shall establish a Joint Committee to consider the matters of interpretation and implementation of this Agreement.

Article 15 (Dispute settlement)

Any divergence related to the interpretation and implementation of this Agreement shall be resolved through negotiations and consultations between the competent authorities of the Contracting Parties.

IV. FINAL PROVISIONS

Article 16 (Other obligations of the Parties)

This Agreement shall not affect the rights and obligations of each of the Contracting Parties arising from other treaties in which _____ (country) or _____ (country) participate.

Article 17 (Entry into force and amendment)

1. This Agreement shall come into force not later than 30 days after the date of receipt of the last written notification through diplomatic channels confirming the completion of internal State procedures required for its entry into force.
2. The Contracting Parties may, by joint agreement, make amendments to this Agreement that shall come into force in accordance with the procedure indicated in paragraph 1 of the present article.
3. This Agreement is concluded for an indefinite period of time and shall remain in force until _____ months have elapsed following the date on which one of the Contracting Parties notifies the other Contracting Party through diplomatic channels of its intention to terminate its validity.

Done at _____ on “__” _____ 20__ in two original copies, each in the _____ languages, [and a language of international circulation] all these texts being equally authentic. (In case of any divergence, the [usually international language] _____ text shall be used for the purpose of interpretation of the provisions of this Agreement).