

Consolidated table with comments to document IWVTA-02-08:

List of items relating to the quality assurance of type approval to be addressed in the roadmap for the review of the 1958 Agreement

14. Criteria for establishing new Regulations

| IWVTA-02-08 | Russian Federation | CLEPA | Netherlands | Japan | OICA |
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| <p>The informal group is invited to consider:</p> <ul style="list-style-type: none"> - whether the provisions of the 1958 Agreement in relation to the criteria for establishing of new Regulations are sufficiently clear and detailed or whether there would be a need for addressing these in the review of the 1958 Agreement to provide further detail and precision. - whether, as a matter of principle and for the sake of ensuring and promoting mutual recognition, it would be appropriate to maintain in these criteria the possibility of including alternatives in the technical requirements. | <ol style="list-style-type: none"> 1. The provisions of the 1958 Agreement are clear enough and do not need to be detailed more for explaining and considering the objectives of proposed new regulations. 2. However it is considered appropriate to add into the justification part of a draft new regulation the explanation of technical and economic feasibility. 3. Instead of having the possibility of including alternatives in the technical requirements, it is considered appropriate to allow application of previous versions of the UNECE Regulations with issuance by the Administrative Department of the Contracting Party of a document equivalent to the communication on type approval. Such a document can be accepted by the Contracting Party mandating the previous versions of the UNECE Regulations in its territory. | <ol style="list-style-type: none"> 1. CLEPA does not feel the need to provide further detail and precision. 2. CLEPA is not in favour of the inclusion of alternative requirements, but rather to give the possibility to obtain approvals according to the existing requirements (see item 15 below) and even to earlier versions of a Regulation, for the sake of ensuring and promoting mutual recognition especially in emerging markets. | <ol style="list-style-type: none"> 1. We prefer the provisions of the 1998 Agreement as they are more explicit (justifications). 2. The clause on alternatives is not used in practice; it causes only administrative burdens and can be deleted. The target is mutual recognition based on only one world wide standard without alternatives. <p><u>Additional remark:</u></p> <ol style="list-style-type: none"> 1. To provide a wider use of the Regulations it should be considered whether the article 1(1) of the 1958 Agreement can be extended to vehicles on endless tracks. | <ul style="list-style-type: none"> • There is no particular problem with the current Agreement in establishing regulations. Thus, there is no need to amend the 1958 Agreement for this. • For discussing, the definition of “alternative in the technical requirements” should be clarified first. (Does it mean the different test procedures for the same level technical requirements or the different level of technical requirements?) • In order to make it easy for various countries to join the new Agreement, the possibility of including alternatives in the technical requirements as well as the framework where each Contracting Party can choose whether or not they apply such alternative requirements should be maintained. However, to prevent regulations from being overcrowded with alternative requirements, there should be a framework where they are limited to minimum extent. | <p>OICA supports the comments by Russia, i.e.</p> <ol style="list-style-type: none"> 1. The provisions of the 1958 Agreement are generally clear enough. 2. However it would be useful to add a justification, objectives, a short analysis, etc. This should also be the case for amendments, i.e. the "justification" part of GR working documents should remain in the final text of the Regulations or of the amendments 3. OICA believes the concept of equivalent alternatives in the technical requirements, as currently foreseen in Article 1 of the 58 Agreement, should be retained. In addition, the use of previous versions of the UNECE Regulations should be possible at international level, in other words it should be possible to obtain ECE approval to previous versions of a Regulations, even if these previous versions would not be accepted everywhere. An approval document would be issued by an Authority and this could then be valid for all countries accepting or mandating the previous versions of the UNECE Regulations in their territory. This would enhance mutual recognition especially in emerging markets. |

15. Criteria for amending existing Regulations

| IWVTA-02-08 | Russian Federation | CLEPA | Netherlands | Japan | OICA |
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| <p>the informal group is invited to consider:</p> <ul style="list-style-type: none"> - whether the provisions of the 1958 Agreement in relation to the criteria for amending existing Regulations are sufficiently clear and detailed or whether there would be a need for addressing these in the review of the 1958 Agreement to provide further detail and precision. - whether, as a matter of principle and for the sake of ensuring and promoting mutual recognition, it is appropriate to maintain in these criteria the possibility of including the existing requirements as an alternative. <p>- associated questions such as:</p> <ul style="list-style-type: none"> o the need for stocktaking/consolidation/codification of existing Regulations, amendments and corrections ? o the possible need for splitting existing Regulations covering a multitude of different topics into separate Regulations? o clarification on how to deal with amendments/corrections to existing Regulations for type approvals issued based on the existing Regulation? | <ol style="list-style-type: none"> 1. Similar to the considerations with regard to the criteria for establishing new Regulations the provisions of the 1958 Agreement are clear enough and do not need to be detailed more for explaining and considering the objectives of proposed amendments to the regulations. 2. Perhaps it would be reasonable to clarify the possibility of application of the previous version of the Regulation in question and issuance of a document concerning compliance to that previous version within the framework of the 1958 Agreement. 3. The stocktaking / consolidation / codification of existing Regulations, amendments and corrections is well performed by the UNECE secretariat. 4. The Russian Federation has already raised the issue of the need for splitting existing Regulations covering a multitude of different topics into separate Regulations. This activity shall be included into the WP.29 workplan. 5. The clarification on how to deal with amendments / corrections to existing Regulations for type approvals issued based on the existing Regulation shall be described in the Regulation in question, whether the existing type approvals will remain valid or have to be renewed. That depends on the content of the technical provisions. It should be taken into consideration that the Contracting Parties may keep applying the previous version of the Regulation in question. | <ol style="list-style-type: none"> 1. CLEPA does not feel the need to provide further detail and precision. Except that it might be necessary to clarify the concept of remaining validity of earlier versions of Regulations. 2. See reply under item 14. 3. As far as we know, this is regularly done by the WP29 secretariat. 4. Yes, the possible need for splitting existing Regulations should be looked at. 5. The transitional provisions should clarify under which conditions approvals to the previous versions may still be possible. In this respect, care should be taken that existing approvals should in principle never have to be renewed, even though Contracting Parties have the right to require the latest levels. | <ol style="list-style-type: none"> 1. The provisions should be extended with the obligation to provide a justification for amendments like in the 1998 Agreement. 2. Like for new Regulation we should not permit alternatives introduced by amendments to existing regulation. 3. Criteria for consolidation should be formulated as too many amendments to a basis text reduce the readability of the provisions. 4. There is a need for splitting existing Regulations covering a multitude of different topics into separate Regulations, like the regulation on tyres. There might be no need for some Contracting Parties to apply all provisions for all topics. Related to the splitting of existing regulation the 1958 Agreement might give more clarification how to act in cases of references to other Regulations (without noticing any series of amendments). 5. The principle that amendments apply only to new type-approvals should be maintained. | <ul style="list-style-type: none"> ● There is no particular problem with the current Agreement in amending regulations. Thus, there is no need to amend the 1958 Agreement for this. ● In order to make it easy for various countries to join the new Agreement, the possibility of including the existing requirements as an alternative in the technical requirements as well as the framework where each Contracting Party can choose whether or not they apply such alternative requirements should be maintained. However, to prevent regulations from being overcrowded with alternative requirements, there should be a framework where they are limited to minimum extent. ● At this point, we don't see any specific needs for stocktaking / consolidation / codification of existing Regulations, amendments and corrections. ● Agree to split existing Regulations covering a multitude of different topics into separate Regulations. ● There is no particular problem with the current Agreement on how to deal with amendments / corrections to existing Regulations for type approvals issued based on the existing Regulation. Thus, there is no need to amend the 1958 Agreement for this. | <p>OICA supports the comments by Russia, i.e.</p> <ol style="list-style-type: none"> 1. The provisions of the 1958 Agreement are generally clear enough. 2. As noted in item 14 above, it should be possible to continue to obtain approvals to the previous version of a Regulation. This also should be reflected in the transitional provisions of amendments to the Regulations, namely that Contracting Parties shall continue to grant approvals to the previous version, even though they may not recognize such approvals nationally; also, existing valid approvals should remain valid, even though CP's have the possibility not to accept them for national approval and registration. 3. The stocktaking, etc is well performed by the UNECE secretariat. As noted in item 14 above, however, it would be useful to include the justification in the final text of amendments to Regulations. Several Regulations are however very out-dated and probably of no use anymore; OICA suggests a careful review of the "catalogue" of the existing Regulations in order to simplify it and will make a proposal in the near future. 4. Different issues should, whenever possible, be the subject of different Regulations and not be combined into a single one. 5. As noted above, the transitional provisions should clarify under what conditions approvals to the previous versions may still be possible. In this respect, care should be taken that, contrary to what is stated by the Russian Federation, existing approvals should in principle never have to be renewed, even though CP's obviously have the right to require the latest levels for registration purposes. |

16. procedure for adoption, voting, notification, objection/disagreement, entry into force

| IWVTA-02-08 | Russian Federation | CLEPA | Netherlands | Japan | OICA |
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| <p>The informal group is invited to consider:</p> <ul style="list-style-type: none"> - whether the provisions of the 1958 Agreement in relation to the procedure for the adoption of new Regulations and amendments to existing Regulations are sufficient or whether there would be any issue with regard to the procedure for voting, notification, objection and entry into force that needs to be improved and addressed in the review of the 1958 Agreement. - in particular, whether, as a matter of principle and for the sake of ensuring mutual recognition based on the IWVTA concept, it would be appropriate to maintain in these provisions the possibility for a Contracting Party to object or to disagree with an adopted new Regulation or adopted amendment to an existing Regulation and as a consequence this adopted Regulation or amendment would not enter into force for such Contracting Party. - whether there would be a need to cover in the 1958 Agreement a special, accelerated adoption procedure in case an urgent regulatory need would arise. | <ol style="list-style-type: none"> 1. It is proposed to shorten the period between adoption and entry into force of new Regulations and amendments to existing Regulations, which, however, shall include introductory / transitional provisions stipulating the delay of application of the newly adopted Regulations or their amendments. 2. There is no actual need for the Contracting Party to have a possibility to object or to disagree with an adopted new Regulation or adopted amendment to an existing Regulation within the framework of the 1958 Agreement. Instead of that the Contracting Party may or may not require in its territory the mandatory application of the new Regulation / amendment to the existing Regulation. 3. The Russian Federation does not see any reason for the need for a special, accelerated adoption procedure. The same adoption procedure shall be followed for all cases. | <ol style="list-style-type: none"> 1. Provisions are sufficient, however CLEPA feels shortening the delay between adoption by a GR and entry into force is necessary for adopting amendments to existing Regulations. In particular the 6 months period mentioned in Article 12.2. 2. To delete the possibility for a Contracting Party to oppose a new Regulation or an amendment should be considered. For the sake of harmonization, all Regulations and all their amendments should be accepted by all Contracting Parties, with the understanding that Contracting Parties in addition have the possibility to mandate application nationally. But in no case should a complying product be refused by any Contracting Party. 3. Yes. | <ol style="list-style-type: none"> 1. The notification procedure can be shorter as up to now no Regulation or amendment has ever been rejected and all Contracting Parties have been in the position to express their concerns. Furthermore the principle of optional application of new provisions before the official date of application (without the obligation for other Contracting Parties to accept these approvals) shall be introduced in the Agreement. 2. The possibility to object or to disagree with an adopted new Regulation or adopted amendment to an existing Regulation within the framework of the 1958 Agreement should be maintained as provisions for the majority of the Contracting Parties might not be relevant for other Parties. 3. The Netherlands do not see any reason for a special, accelerated adoption procedure when the notification procedure has been shortened. | <ul style="list-style-type: none"> ● There is no particular problem with the procedures for voting, notification, objection and entry into force. However, regarding the number of votes required for establishing/amending a regulation, etc., we need to hear opinions of various countries from the standpoints of ensuring that the opinions of Contracting Parties are properly reflected and of making sure that regulations are amended appropriately and swiftly, while keeping in mind the possibility of various countries joining the Agreement. ● In order to make it easy for various countries to join the new Agreement, the right to object or disagree should be granted as before. ● As regards an urgent regulatory need, it has been, to date, addressed by advancing deliberations as far as possible, and there is no particular problem with this current method. ● Further, even if an “accelerated adoption procedure” is to be provided, we need to restrict it, for preventing overuse of such procedure, by, for example, limiting its entry into force to when an urgent safety/environmental problem is deemed to exist. | <ol style="list-style-type: none"> 1. OICA strongly supports the suggestion that new Regulations as well as amendments should include introductory / transitional provisions, such that Contracting Parties would not be allowed to mandate application before a certain time 2. OICA agrees with the suggestion to delete the possibility for a CP to oppose a new Regulation or an amendment. For the sake of harmonization, and as a matter of principle, all Regulations and all their amendments should be at least accepted by all Contracting Parties, with the understanding that CP's in addition have the possibility to mandate application nationally. But in no case should a product complying with any particular Regulation, in its latest series of amendments in force, be refused by any Contracting Party, at the very least those applying that Regulation in question. In particular, it seems necessary to ensure that at least all the Regulations part of the IWVTA must be recognized by all Contracting Parties. 3. Contrary to the Russian Federation, OICA would welcome the introduction of a possible accelerated adoption procedure for some urgent cases, entailing necessary urgent corrections to Regulations or their amendments. At the same time, however, the general principles of transitional provisions should be maintained at all times, as needed. |

17. Quality of rulemaking

| IWVTA-02-08 | Russian Federation | CLEPA | Netherlands | Japan | OICA |
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| <p>The informal group is invited to consider:</p> <ul style="list-style-type: none"> - whether, in the context of the review of the 1958 Agreement, it would be appropriate to include within the inventory and the roadmap the issue of quality of rulemaking, with a view to develop measures and commonly agreed criteria to guarantee an acceptable level of safety, environmental protection or energy performance and to ensure that only high quality and unambiguous texts are adopted and problems of interpretation of existing Regulations are addressed. - which of the provisions of ECE/TRANS/WP.29/1059, and/or any other elements – either existing or new, could serve as a basis for developing the above measures as part of the review of the UNECE 1958 Agreement. | <p>The Russian Federation agrees that such an activity is reasonable, but does not have particular proposals for the time being.</p> | <p>CLEPA agrees with the need for quality of rulemaking and with the need to guarantee acceptable levels of safety, environmental protection or energy performance. Whether such general statements should be included in the 58 Agreement, and how this could be done, is to be considered.</p> | <ol style="list-style-type: none"> 1. The Netherlands supports the improvement of the quality of the rule making but have doubts whether this is feasible. In principle it is the responsibility of the GR's to guarantee the highest quality of wording. For the topic of interpretations an official procedure is needed like the Type Approval Authorities Meetings within the European Union but with binding decisions. 2. Document ECE/TRANS/WP.29/1059 can serve as a basis for the topic of the approval of new technologies but for interpretation it is not suitable. | <ul style="list-style-type: none"> • While unambiguous texts are desirable, how detailed or clear the texts can vary depending on each system, part, etc., and it is therefore difficult to specify requirements that are effective across all the regulations in the text of the Agreement. Instead, this issue should be addressed in discussions on establishment/amendment of each regulation. • No problem to use ECE/TRANS/WP.29/1059 as a basis for discussions. | <p>OICA agrees with the need for quality of rulemaking and with the need to guarantee acceptable levels of safety, environmental protection or energy performance.</p> <p>Whether such general statements should be included in the 58 Agreement, and how this could be done, is however debatable.</p> |

18. Rights and obligations for Contracting Parties

| IWVTA-02-08 | Russian Federation | CLEPA | Netherlands | Japan | OICA |
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| <p>The informal group is invited to consider:</p> <ul style="list-style-type: none"> - whether, in the context of the review of the 1958 Agreement and the aim of establishing mutual recognition of vehicle type approvals based on the IWVTA concept, a re-assessment of the different above mentioned rights and obligations for Contracting Parties arising from an adopted Regulation or amendment to an existing Regulation would be appropriate, and in which way these rights and obligations could be improved to support a better and wider application of the Regulations annexed to the 1958 Agreement. | <p>The Russian Federation does not have particular proposals on this subject.</p> | <p>CLEPA would favour a review of Article 3 to make it clear that Contracting Parties applying a Regulation allow the putting on their markets of components and vehicle systems type-approved by other Contracting Parties applying these Regulation, <u>without any further testing or administrative procedures.</u></p> | <p>The Netherlands believe that it is not possible to oblige a Contracting Party to accept a Regulation or amendment, but the consequence is that, depending on the situation, such a CP cannot grant an IWVTA. Therefore the Agreement should clearly indicate how such a CP has to deal with IWVTA granted by other CPs.</p> | <ul style="list-style-type: none"> • There is no particular problem with the current Agreement in establishing/amending regulations. Thus, there is no need to amend the 1958 Agreement for this. • In order to make it easy for various countries to join the new Agreement, the right to object, etc. should be maintained. | <p>OICA first of all wishes to refer to item 16 above, which equally deals with this question.</p> <p>In addition, it might be useful to clearly spell out in the 58 Agreement that Contracting Parties applying a Regulation have the obligation to allow the putting on their markets of products duly type-approved by other Contracting Parties, <u>without any further testing or administrative procedures.</u> This is the basic concept of mutual recognition and this should be clearly spelled out in the 58 Agreement.</p> |

19. Procedure for Type-Approval

| IWVTA-02-08 | Russian Federation | CLEPA | Netherlands | Japan | OICA |
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| <p>The informal group is invited to consider:</p> <ul style="list-style-type: none"> - whether, in the context of the review of the 1958 Agreement and the aim of establishing mutual recognition of type approvals based on the IWVTA concept, it would be appropriate to maintain within the provisions of the Agreement a reference to other administrative procedures alternative to type-approval (such a self-certification), and - in the light of the above assessment, the need to reformulate the references to “<i>a Contracting Party applying a Regulation through type approval</i>” in Articles 2 to 5. | <p>The Russian Federation does not see any reason to keep in the 1958 Agreement a reference to other administrative procedures alternative to type-approval.</p> | <p>It needs to be clarified that Contracting Parties may well have, at national level, a self certification system, as long as they respect the other obligations of the 58 Agreement (granting of approvals, recognition of approvals).</p> <p>For component approvals, it should be ensured that a system allowing an element of self-certification does not lead to abuses and unfair competition.</p> | <p>Mutual recognition excludes the principle of self-certification and therefore the text of the Agreement has to be amended to permit type-approval only.</p> | <ul style="list-style-type: none"> • Unless otherwise requested by other Contracting Parties, there is no need to maintain any reference to “other administrative procedures alternative to type-approval (such a self-certification)” in the provisions. • In the light of the above, we need to reformulate appropriately the references to “a Contracting Party applying a Regulation through type approval” in Articles 2 to 5. | <p>Contrary to the comments by Russia, OICA sees no reason to delete the statements relating to "other administrative procedures". On the contrary, OICA wishes to point out that it is perfectly feasible for a Contracting Party to use self certification on the national market, while at the same time being able to grant ECE type approvals, e.g. for export markets.</p> <p>Consequently, OICA proposes that, in Articles 2 to 5, the wording "a Contracting Party applying a Regulation through type approval" should be replaced by a "Contracting Party applying a Regulation through type approval". The process used nationally by the Contracting Parties to apply Regulations is indeed irrelevant, as long as the 1958 Agreement rights and obligations are respected.</p> |

20. Application procedure to be followed for type approval

| IWVTA-02-08 | Russian Federation | CLEPA | Netherlands | Japan | OICA |
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| <p>The informal group is invited to consider:</p> <ul style="list-style-type: none"> - whether, in the context of the review of the 1958 Agreement and with the aim of establishing mutual recognition of type approvals based on the IWVTA concept, it would be appropriate to include in the main body of the 1958 Agreement provisions governing the main principles to be applied for the application for type approval, with a view to ensure their consistent application to all Regulations annexed to the 1958 Agreement and to enable a simplification of the Regulations themselves by avoiding the repetition of each of these main principles in every Regulation, and by limiting the application provisions to be specified in each Regulation to the specificities of the equipment or parts covered by that Regulation. - whether the approach followed in the EU legislation for the procedure to be followed for the type-approval of vehicles could serve as a basis for developing the application procedure for the IWVTA concept. | <p>The Russian Federation agrees with the proposal to include in the main body of the 1958 Agreement provisions governing the main principles to be applied for the application for type approval taking into account the existing EU legislation.</p> | <ol style="list-style-type: none"> 1. Yes. 2. Not relevant for CLEPA. | <p>The Netherlands agree with the proposal to include in main body of the 1958 Agreement provisions governing the main principles to be applied for the application for type approval taking into account the existing EU legislation.</p> | <ul style="list-style-type: none"> ● It is desirable to uniform the type approval application procedures, including application documents, sample vehicles, etc. to be submitted, to the extent necessary. ● Since they can be changed based on the actual operations of test or approval, they should be based on regulations or guidelines that allow for swift amendment. ● The EU legislation is for harmonization of regulations and mutual recognition of approvals in the EU as mandatory requirements and is also based on the EU's legal systems, institutions, facilities, organizations, environment, etc. Therefore, while it is no problem to use it for reference, it is not appropriate to use it as is (or only with partial changes) as a basis for the 1958 Agreement. | <ol style="list-style-type: none"> 1. OICA agrees with the proposal to include in the 1958 Agreement provisions governing the main principles to be applied for the application for type approval. Consequently, these procedures would not need to be repeated in each Regulation, except that some specifics may need to be described in the separate Regulations. 2. OICA also generally agrees to take the EU Type Approval framework as a basis for the future IWVTA. While this does not mean that the IWVTA procedures would necessarily be identical to the EU, OICA sees the EU framework as a good working basis. 3. OICA also considers that especially in the case of a IWVTA, the individual ECE type approval marks become unnecessary. The 58 Agreement could therefore be amended as follows: <u>Article 1, § 2(d):</u> "Conditions for ...including any approval markings, if any, and conditions ..." <u>Article 2:</u> "Each Contracting Party ... shall grant the type approvals and approval markings described ...Appendix 2. Each Contracting Party shall refuse the type approvals and approval markings covered by the Regulation ..." <u>Article 4:</u> Should the competent ...or parts bearing approval markings issued approved under the said Regulation ..." |

21. Conduct of the type-approval with related testing and inspection

| IWVTA-02-08 | Russian Federation | CLEPA | Netherlands | Japan | OICA |
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| <p>The informal group is invited to consider:</p> <ul style="list-style-type: none"> - whether, in the context of the review of the 1958 Agreement and with the aim of establishing mutual recognition of type approvals based on the IWVTA concept, it would be appropriate to include in or append to the 1958 Agreement provisions governing the procedures to be followed with respect to type approval, with a view to complement the more specific and technical provisions on testing methods specified in each of the Regulations annexed to the 1958 Agreement. - whether the approach followed in the EU legislation for the procedure to be followed with respect to type-approval could serve as a basis for including or appending such provisions to the 1958 Agreement. | <p>The Russian Federation agrees with the proposal to include in or append to the 1958 Agreement provisions governing the procedures to be followed with respect to type approval taking into account the existing EU legislation.</p> | <ol style="list-style-type: none"> 1. Yes. 2. Yes. | <p>The Netherlands agree with the proposal to include in or append to the 1958 Agreement provisions governing the procedures to be followed with respect to type approval taking into account the existing EU legislation.</p> | <ul style="list-style-type: none"> ● It is desirable to uniform the approval procedures to the extent necessary. ● Since they can be changed based on the actual operations of test or approval, they should be based on regulations or guidelines that allow for swift amendment. ● How about providing a place where approval authorities and technical services, discuss establishment, amendment, interpretation, etc. of the regulations or guidelines on approval procedures (including test procedures)? ● The EU legislation is for harmonization of regulations and mutual recognition of approvals in the EU as mandatory requirements and is also based on the EU's legal systems, institutions, facilities, organizations, environment, etc. Therefore, while it is no problem to use it for reference, it is not appropriate to use it as is (or only with partial changes) as a basis for the 1958 Agreement. | <ol style="list-style-type: none"> 1. OICA agrees with the proposal to include in the 1958 Agreement provisions governing the procedures to be followed with respect to type approval. 2. OICA also generally agrees to consider the EU legislation as a good working basis, while some specifics of the 58 Agreement may need to be addressed as well. |

22. Testing required for type-approval

| IWVTA-02-08 | Russian Federation | CLEPA | Netherlands | Japan | OICA |
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| <p>The informal group is invited to consider whether, with a view to improve the functioning of the 1958 Agreement, it would be appropriate to:</p> <ul style="list-style-type: none"> - expand the provisions of (article 2 of) the 1958 Agreement to clarify that type-approval shall be based on demonstration of compliance by means of appropriate tests; - specify that, for the selection of the type to be tested, the principle of worst casing shall be applied, in line with the provisions of ECE/TRANS/WP.29/1059; - specify the minimum information to be provided in the test report the technical services have to submit to the approval authority - include within the 1958 Agreement the provisions on type-approval documentation as specified in Chapter E of guidance document ECE/TRANS/WP.29/1059 | <ol style="list-style-type: none"> 1. The demonstration of compliance may be done by other means, like virtual testing, for example. However, it should be stated that the certain evidence of correctness of applied means shall be provided. 2. The Russian Federation agrees that the principle of the worst case shall be applied. 3. The Russian Federation agrees to include within the 1958 Agreement the provisions on type-approval documentation as specified in Chapter E of guidance document ECE/TRANS/WP.29/1059. | <ol style="list-style-type: none"> 1. Yes. Virtual testing to be included. 2. Yes. Further details may be left to the specific Regulations. 3. Yes. 4. Yes. | <ol style="list-style-type: none"> 1. The Netherlands supports the clarification that the compliance shall be demonstrated by appropriate tests or inspections. 2. The Netherlands supports the principle of worst case, but a manufacturer should also have the possibility to test more or all variants/ versions. 3. It might be necessary to take a decision on the language(s) that can be used in the reports. 4. The Netherlands agree to include within the 1958 Agreement the provisions on type-approval documentation as specified in Chapter E of guidance document ECE/TRANS/WP.29/1059 | <ul style="list-style-type: none"> ● Need to clarify in the text of the Agreement that type-approval shall be based on demonstration of compliance by means of appropriate tests. ● It is desirable to uniform the principle of worst casing, test report, documents necessary for type approval, etc. to the extent necessary. ● Since they can be changed based on the actual operations of test or approval, they should be based on regulations or guidelines that allow for swift amendment. ● How about providing a place where approval authorities and technical services, etc. discuss establishment, amendment, interpretation, etc. of the regulations or guidelines on approval procedures (including test procedures)? ● No problem to use ECE/TRANS/WP.29/1059 as a basis for discussions. | <ol style="list-style-type: none"> 1. OICA strongly supports the principle of virtual testing for demonstration of compliance. Such would seriously accelerate and simplify the type approval testing which currently may be a very time consuming and costly procedure. 2. OICA agrees that the 58 Agreement could specify that, as a general principle, and unless otherwise specified in the separate Regulations, the principle of worst casing shall be applied, with the understanding that the "worst case" automatically covers the "better cases". The exact definition of "worst case" will need to be specified in the separate Regulations. 3. OICA considers that the format and content of the test reports is an issue between the approval authorities, the technical services, and the manufacturers; there is therefore no reason for a standardization of these test reports. OICA however strongly supports the concept of standardized information documents in the Regulations, properly specifying the product type being approved, along the lines of Chapter E of doc. ECE/TRANS/WP.29/1059. Since manufacturers commonly use database-systems to generate the documentation for type approval, it is important to create such documentation requirements in a way that is consistent across different ECE regulations (cf. Annex I of 2007/46/EC). |

23. Self-testing and virtual testing

| IWVTA-02-08 | Russian Federation | CLEPA | Netherlands | Japan | OICA |
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| <p>The informal group is invited to consider:</p> <ul style="list-style-type: none"> - whether, in the context of the review of the 1958 Agreement and with the aim of establishing mutual recognition of type approvals based on the IWVTA concept, it would be appropriate to include in the 1958 Agreement specific provisions enabling self-testing and virtual testing. - whether the approach followed in the EU legislation for self-testing and virtual testing could serve as a basis for including or appending such provisions to the 1958 Agreement. | <ol style="list-style-type: none"> 1. The Russian Federation agrees with the proposal to include in the 1958 Agreement specific provisions enabling self-testing and virtual testing especially for the purpose of checking the conformity of production. The Russian national legislation allows for certain cases submission of self-test reports for the type approval purpose. 2. The virtual testing may substitute the physical testing (see the position above). The existing EU legislation can be taken into account in this regard. | <ol style="list-style-type: none"> 1. CLEPA supports including provisions enabling self-testing and virtual testing provided that provisions on CoP are enhanced and fully implemented, and the criteria for assessment of competence of technical services are defined and provisions for market surveillance are introduced and implemented. 2. Yes. | <ol style="list-style-type: none"> 1. The Netherlands agree with the proposal to include in the 1958 Agreement basic provisions enabling the principle for self-testing and virtual testing. Specific details should be given in the individual Regulations. 2. The existing EU legislation can be taken into account in this regard. | <ul style="list-style-type: none"> • For a reasonable and efficient type approval, alternative specific testing methods should be allowed. For discussing the definitions of self testing and virtual testing should be clarified first, and, for example, the allowable range of self-testing and virtual testing, its method, etc. should be stipulated in regulations so as to prevent too much variance among Contracting Parties in performing such testing. • In doing so, adequate consideration should also be given to the experiences in self-testing and virtual testing currently conducted in each country's type approval. • In addition, how about providing a place where approval authorities and technical services, discuss establishment, amendment, interpretation, etc. of the regulations or guidelines on these test procedures? • The EU legislation premises harmonization of regulations and mutual recognition of approvals in the EU as mandatory requirements and is also based on the EU's legal systems, institutions, facilities, organizations, environment, etc. Therefore, while it is no problem to use it for reference, it is not appropriate to use it as is (or only with partial changes) as a basis for the 1958 Agreement. | <ol style="list-style-type: none"> 1. OICA strongly supports the concepts of virtual testing (see also item 22 above) and of self-testing, which are still within the framework of type approval. 2. While OICA welcomes the fact that these concepts have been introduced in the EU framework, OICA regrets that the possibilities are still very restricted and limited. Therefore, while the EU legislation could be used as a working basis, OICA wishes to gradually open up the framework as much as possible, based on the feedback from experience. |

24. New technologies

| IWVTA-02-08 | Russian Federation | CLEPA | Netherlands | Japan | OICA |
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| <p>The informal group is invited to consider:</p> <ul style="list-style-type: none"> - whether, with a view to improve the functioning of the 1958 Agreement, it would be appropriate to include in the 1958 Agreement specific provisions to deal with new technologies, based on the special amendment provisions of Chapter B of document ECE/TRANS/WP.29/1059; - whether the approach followed in the EU legislation for type-approval of new technologies could serve as a basis for including similar provisions in the 1958 Agreement. | <p>The Russian Federation considers appropriate to include in the 1958 Agreement specific provisions to deal with new technologies taking into account the approach followed in the EU legislation.</p> | <ol style="list-style-type: none"> 1. Yes. 2. Yes. | <p>The Netherlands supports the introduction of a procedure for new technologies taking into account the approach followed in the EU legislation.</p> | <ul style="list-style-type: none"> ● A framework where new rules can be swiftly developed is necessary for when new technologies have emerged and no corresponding regulation exists. ● However, the way to deal with a new technology varies depending on each case, and thus it is not suitable to provide for the uniform handling method for dealing with new technologies in the Agreement. Rather, it is desirable to address each case in a flexible manner in the form of guidelines such as ECE/TRANS/WP.29/1059. | <p>OICA fully supports the proposal to specify, in the 58 Agreement, the provisions to deal with new technologies, using the EU approach as a basis for both the 58 Agreement and for a possible revision of ECE/TRANS/WP.29/1059, as needed.</p> |

25. Granting of type-approvals, amendments, refusal or withdrawal, and validity

| IWVTA-02-08 | Russian Federation | CLEPA | Netherlands | Japan | OICA |
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| <p>The informal group is invited to consider:</p> <ul style="list-style-type: none"> - whether it would be appropriate to expand the provisions of Article 2 of the 1958 Agreement to specify all conditions necessary for granting type approval. - whether the provisions of Article 5 may benefit from being amended to also include procedures to be followed in the case of amendments to type-approvals or refusal or withdrawal of type-approvals and conditions for the termination of their validity. - whether the approach followed in the EU legislation with regard to the amendments to and validity of type approvals can serve as a basis for reviewing and enhancing the provisions of the 1958 Agreement. | <p>The Russian Federation considers appropriate:</p> <ul style="list-style-type: none"> - to expand the provisions of Article 2 of the 1958 Agreement to specify all conditions necessary for granting type approval; - to include into the Article 5 the procedures to be followed in the case of amendments to type-approvals or refusal or withdrawal of type-approvals and conditions for the termination of their validity. <p>The approach applied by the EU can be taken into account.</p> | <ol style="list-style-type: none"> 1. Yes. 2. Yes for the two first proposals, but there is no reason to foresee a concept of "termination of validity (unless of course the approval was erroneously granted and there is a safety or environmental hazard). However, the fact that a Regulation is amended should never result in a termination of validity of existing approvals. 3. Yes, but see 2. above. | <p>The Netherlands supports the consideration of these topics, taking into account the approach of the EU.</p> | <ul style="list-style-type: none"> ● General provisions on the conditions for granting, amending, or withdrawing type approvals, etc. are effective from the standpoint of preventing discrepancies in the quality of type approval among Contracting Parties. ● Since they can be changed based on the actual operations of test or approval, they should be based on rules or guidelines that allow for swift amendment. ● The EU legislation is for harmonization of regulations and mutual recognition of approvals in the EU as mandatory requirements and is also based on the EU's legal systems, institutions, facilities, organizations, environment, etc. Therefore, while it is no problem to use it for reference, it is not appropriate to use it as is (or only with partial changes) as a basis for the 1958 Agreement. | <p>OICA generally agrees to better specify in the 58 Agreement the conditions necessary for granting type approval.</p> <p>The same would apply in the case of amendments to type approvals and OICA propose to also clearly specify in the 58 Agreement the procedures for extension and revision of existing approvals.</p> <p>OICA however maintains its position that as a general principle, existing approvals should never lose their validity, unless of course the approval was erroneously granted and there is a safety or environmental hazard. However, the fact that a Regulation is amended should never result in a termination of validity of existing approvals.</p> |

26. Conformity of production

| IWVTA-02-08 | Russian Federation | CLEPA | Netherlands | Japan | OICA |
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| <p>The informal group is invited to consider whether, with a view to improve the functioning of the 1958 Agreement, it would be appropriate to:</p> <ul style="list-style-type: none"> - review the provisions of Appendix 2 to the 1958 Agreement to enhance the requirements governing the procedures for ensuring conformity of production and to specify any corrective and restrictive measures to be taken by the type approval authority in case these procedures would not (longer) be respected, - consider whether the approach followed in the EU legislation with regard to the Conformity of Production can serve as a basis for reviewing and enhancing the CoP provisions of the 1958 Agreement. | <p>The Russian Federation agrees that the CoP procedures in the 1958 Agreement should be improved, and the EU legislative approach, as well as the Russian approach to the same issue, can be taken into account.</p> | <ol style="list-style-type: none"> 1. Yes. 2. Yes. | <p>The Netherlands supports the consideration of these topics, taking into account the approach of the EU.</p> | <ul style="list-style-type: none"> ● It is appropriate to clarify the requirements governing the procedures for ensuring COP procedures in the Agreement. ● It is also necessary to clarify the responsibilities of the approving country for ensuring the COP (appropriate assessment of the type, appropriate assessment of the manufacturer, instruction/supervision/audit for the manufacturer, etc.). ● The EU legislation is for harmonization of regulations and mutual recognition of approvals in the EU as mandatory requirements and is also based on the EU's legal systems, institutions, facilities, organizations, environment, etc. Therefore, while it is no problem to use it for reference, it is not appropriate to use it as is (or only with partial changes) as a basis for the 1958 Agreement. | <p>OICA wishes to point out that the CoP procedures are often very time-consuming, burdensome and inefficient (multiple audits by various Contracting Parties, with very low efficiency on the final conformity of the product).</p> <p>OICA believes that the EU approach based on the demonstration by a quality insurance system is a good working basis for improvements to CoP provisions of the 58 Agreement.</p> |

27. Obligations and rights of the manufactures under the type-approval procedure

| IWVTA-02-08 | Russian Federation | CLEPA | Netherlands | Japan | OICA |
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| <p>The informal group is invited to consider whether, with a view to improve the functioning of the 1958 Agreement, it would be appropriate to:</p> <ul style="list-style-type: none"> - Better clarify and specify the rights and obligations of manufacturers in relation to the type-approval procedure and the conformity of production, - consider the introduction of a certificate of conformity to be issued by the manufacturer for his production vehicles, to confirm their conformity with the vehicle type for which the manufacturer holds a type-approval. | <ol style="list-style-type: none"> 1. The Russian Federation agrees that the rights and obligations of manufacturers shall be better clarified and specified. 2. The Russian Federation legislation provides for a document identifying a vehicle owner and containing the information on the type approval document for that vehicle. Without this information the vehicle owner cannot acquire the registration plates. The type approval certificate number is also appeared on the manufacturer's plate on a vehicle. From this standpoint it seems not reasonable to introduce a certificate of conformity. | <ol style="list-style-type: none"> 1. Yes. 2. Not relevant for CLEPA. | <ol style="list-style-type: none"> 1. The Netherlands supports the consideration of these topics, taking into account the approach of the EU. 2. The Certificate of Conformity for whole vehicle type approvals is one of the keystones of the EU legislation and such a document shall be introduced in the 1958 Agreement. | <ul style="list-style-type: none"> ● No problem to specify general provisions on rights and obligations of the manufacturer to the extent necessary, such as submitting documents and test vehicles necessary for approval testing and manufacturing vehicles of the same type as the approved type. ● Since the detail of them can be changed based on the actual operations of test or approval, the main principle should be based on the Agreement, and the details should be based on regulations or guidelines that allow for swift amendment. ● The COC would change depending on the IWVTA concept that is being discussed. Thus, discussions on COC should be based on the results of discussions on the IWVTA concept. | <ol style="list-style-type: none"> 1. OICA has no objection to the proposal to better clarify and specify the rights and obligations of manufacturers. However it remains to be seen whether all the issues raised in IWVTA-02-08 need to be included in the 58 Agreement, or whether some of these issues should not remain at national or regional level. 2. OICA generally agrees with the idea to establish a Certificate of Conformity under the 58 Agreement, especially in the case of IWVTA. Such document is expected to facilitate national registration procedures. On the other hand, potential implications need to be taken into account, since it would be extremely burdensome to have to provide such COC in all official languages of the various Contracting Parties where a vehicle is to be registered. Possibly a standard CoC (e.g. in English) could be developed, together with a standard, vehicle independent, translation sheet. |

28. Duties incumbent on Contracting Parties issuing and accepting type-approval

| IWVTA-02-08 | Russian Federation | CLEPA | Netherlands | Japan | OICA |
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| <p>The informal group is invited to consider:</p> <ul style="list-style-type: none"> - whether it would be appropriate to expand the provisions of the 1958 Agreement to specify the procedure for exchange of information and for consultation between Contracting Parties in case interpretation would arise either prior or subsequent to type approval being granted, by introducing the principles and procedures specified in Chapter A of Guidance document ECE/TRANS/WP.29/1059. - whether for the purpose of facilitating information exchange between Contracting Parties it would be desirable and feasible to set up a data storage and retrieval system (to be addressed by the DETA informal group?) - whether the provisions of Article 3 may benefit from being amended to clarify the criteria and procedures to be followed for a Contracting Party to designate another country (not being a Contracting Party applying the Regulations concerned) in which territory vehicles are manufactured for which that Contracting Party has issued the type-approval, as well as the criteria according to which such vehicles can be held to in conformity with the applicable Regulations - whether the provisions of Article 5 may need to be improved by clarifying the details of the type-approval information that shall be made available upon request, based on the guidance provided in Chapter E of guidance document ECE/TRANS/WP.29/1059. | <ol style="list-style-type: none"> 1. The Russian Federation agrees that the provisions of the 1958 Agreement can be expanded to specify the procedure for exchange of information and for consultation between Contracting Parties. 2. The Russian Federation considers desirable to set up a data storage and retrieval system. 3. The Russian Federation considers that the manufacturer, whose product has been granted a type approval, is fully responsible for assuring conformity of production. From this standpoint it seems there is no need to amend Article 3 of the 1958 Agreement as proposed by the EU. 4. The Russian Federation agrees that the provisions of the Article 5 of the 1958 Agreement may need to be improved by clarifying the details of the type-approval information that shall be made available upon request. | <ol style="list-style-type: none"> 1. Yes. 2. Yes. 3. Yes, if we understand that the issue is to clarify the recognition by country B of an UNECE approval delivered by country A, but customs documents or other documents mention that the products have been manufactured in country C which is not a Contracting Party to the Agreement or has not signed the relevant Regulation. Note the EU type-approval certificates require declaration of location of assembly plants to cover that, which is not the case of all UNECE type-approval certificates. 4. No comment. | <ol style="list-style-type: none"> 1. The Netherlands consider the procedure specified in Chapter A of Guidance document ECE/TRANS/WP.29/1059 not suitable for these purposes. 2. The Netherlands considers desirable to set up a data storage and retrieval system, of which the use has to be mandated in the main body of the Agreement. 3. The Netherlands support the proposal of the European Commission on the appointment of technical services inclusive those in countries not being a CP. 4. The Netherlands consider it appropriate to use the DETA system that is in development for making type approval data available to those who have at least reading rights | <ul style="list-style-type: none"> ● There is no particular problem with the provisions in the current Agreement on how to resolve conflicts between Contracting Parties, including those under ECE/TRANS/WP.29/1059. Thus, there is no need to amend the Agreement for this. If the procedures under ECE/TRANS/WP.29/1059 were problematic because they are based on guidelines and this needed to be mentioned in the Agreement, specific problems should be identified first and then discussed. ● A data storage and retrieval system is effective and should be specified as regulations or guidelines. ● As regards clarification of “criteria and procedures to be followed for a Contracting Party to designate another country (not being a Contracting Party applying the Regulations concerned) in which territory vehicles are manufactured for which that Contracting Party has issued the type-approval”, there is no particular problem with the current Agreement. If amendment were necessary, specific problems should be identified first and then discussed. ● Exchange of information on type approval between Contracting Parties is sufficiently guaranteed under Article 5, and there is no need to amend the Agreement for this. If amendment were necessary, specific problems should be identified first and then discussed. | <ol style="list-style-type: none"> 1. OICA has no particular comment to the proposal to expand the procedures for exchange of information and consultation. 2. OICA agrees with the idea to set up a data storage and retrieval system (DETA), with the understanding that this will facilitate the communication between the different Contracting Parties. 3. OICA strongly opposes any attempt to regulate or limit the location of vehicle assembly plants, which would most likely be contrary to free trade rules. As a matter of fact, even the current wording of Article 3 is not satisfactory, since it foresees that vehicles are produced either in a <u>CP applying the Regulation</u> or in another <u>country designated by the CP granting the approval</u>. OICA believes that, in the context of globalization, the words "and manufactured either in ... which has duly approved the types of wheeled vehicles, equipment or parts concerned" should be deleted altogether. As stated by the Russian Federation, it is the manufacturer who is responsible for the compliance and conformity of production of his product, <u>regardless where the product is actually produced</u>. 4. OICA has no comment on the proposal to clarify the details of the type approval information to be made available. |

29. Qualification, designation and notification and duties of technical services

| IWVTA-02-08 | Russian Federation | CLEPA | Netherlands | Japan | OICA |
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| <p>The informal group is invited to consider:</p> <ul style="list-style-type: none"> - the need to define, within the 1958 Agreement, the role and responsibilities of technical services, as well as the criteria for the assessment of their competence and their designation. - the provisions in Chapter D and Annexes 1 and 2 of guidance document ECE/TRANS/WP.29/1059 as a basis for developing appropriate requirements on technical services within the 1958 Agreement. - whether the updated requirements on conformity assessment bodies adopted by the European Union in the context of its framework legislation on the marketing of products could serve as a basis for improving and complementing the criteria for technical services as specified in ECE/TRANS/WP.29/1059. | <p>The Russian Federation agrees with the proposed improvements of the provisions of the 1958 Agreement related to technical services.</p> | <ol style="list-style-type: none"> 1. Yes. 2. Yes. 3. Yes. | <p>The Netherlands agree with the proposed improvements of the provisions of the 1958 Agreement related to technical services.</p> | <ul style="list-style-type: none"> ● Since technical services have large responsibilities in type approval, it is necessary to define their roles and responsibilities as well as to specify the criteria for evaluation/designation of technical services. ● Note that since positioning (public or private, dedicated or not, etc.), quality control procedures, etc. vary depending on each technical service, instead of formal requirements (acquisition of ISO, etc.), general capability requirements (to be approved by the approval authorities to be capable of performing reliable assessment of compliance with the standards according to the regulations under the Agreement) should be provided. ● The EU legislation is for harmonization of regulations and mutual recognition of approvals in the EU as mandatory requirements and is also based on the EU's legal systems, institutions, facilities, organizations, environment, etc. Therefore, while it is no problem to use it for reference, it is not appropriate to use it as is (or only with partial changes) as a basis for the 1958 Agreement. | <p>OICA agrees with the need to define, within the 58 Agreement, more detailed criteria for technical services, in order to guarantee the quality of approvals granted.</p> <p>In addition, OICA wishes to repeat its support for the concept of self-testing, where the manufacturer himself would conduct the tests and establish the test report, enabling type approval to be granted by the competent authority.</p> |

30. Implementation and enforcement

| IWVTA-02-08 | Russian Federation | CLEPA | Netherlands | Japan | OICA |
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| <p>The informal group is invited to consider whether, with a view to improve the functioning of the 1958 Agreement, it would be appropriate to:</p> <ul style="list-style-type: none"> - introduce more rigorous and defined safeguard requirements, and to use for that purpose the examples provided in the EU legislation on the type-approval of motor vehicles; - introduce provisions on market surveillance, using the EU framework legislation on market surveillance as an example. - develop and introduce specific provisions relating to the recall of vehicles, by specifying the respective obligations and responsibilities of the parties involved (manufacturers, Contracting Party demanding the recall, Contracting Party that issued the type approval for the type of vehicle concerned, other Contracting Parties applying the Regulations concerned; - to review the dispute settlement procedure in Article 10, and in particular to re-assess the appropriateness of allowing new Contracting Parties to opt out from this dispute settlement procedure. - to consider whether any useful role could be provided to WP.29 and/or its working groups in the dispute settlement procedure, as outlined in paragraphs A.3 and A.4 of document ECE/TRANS/WP.29/1059. | <ol style="list-style-type: none"> 1. The Russian Federation considers appropriate to introduce in the 1958 Agreement the uniform detailed measures on protection of the national markets from products (both vehicles and components) that do not comply with the safety requirements. 2. The Russian Federation agrees that the dispute settlement procedure in Article 10 of the 1958 Agreement should be reviewed for allowing new Contracting Parties to opt out from a dispute settlement procedure. 3. The Russian Federation considers that within the dispute settlement procedure between Contracting Parties, any of them may raise the issue at the level of the WP.29 or its appropriate working group providing the Contracting Party's position and justification and seek for necessary clarification. | <ol style="list-style-type: none"> 1. Yes. 2. Yes. 3. Yes. Should also be applied to components sold in the aftermarket. 4. Yes. 5. Yes. | <p>The Netherlands supports the position of the European Commission on safeguard clauses, market surveillance, recall and dispute settlement procedure taking into account EU legislation. However, the Netherlands do not support the possibility for opting out from the dispute settlement procedure.</p> | <ul style="list-style-type: none"> ● Under the current 1958 Agreement, even if a vehicle, etc. had once been accepted through mutual recognition, when its non-compliance with the regulation or non-conformity with the type has been found, the right to prohibit its sale and use within one's territory is granted to Contracting Parties (safeguard). Under the new Agreement also, it is presumed to be sufficiently possible to ensure the safety and environmental performance of distributed vehicles, etc. using the same right of the Contracting Parties. If amendment were necessary, specific problems should be identified first and then discussed. ● It is the basic understanding that the safety and environmental performance of vehicles, etc. other than type-approved ones are to be ensured under the responsibility and authority of the each Contracting Party where those vehicles, etc. are used. Furthermore, with the above safeguard provision, it is possible to ensure the safety and environmental performance of vehicles, etc. within the territory of each Contracting Party. Thus, it is not appropriate to specify provisions in the Agreement on the surveillance or recall. ● It is possible that we will propose amendments based on the results of discussions on the IWVTA concept, etc ● There is no particular problem with the current dispute settlement procedure. Thus, there is no need to amend the Agreement for this. If amendment were necessary, specific problems should be identified first and then discussed. | <p>OICA is unaware of any major difficulties arising from the 58 Agreement in the issue of dispute settlements and is of the opinion that the current procedures in the 58 Agreement are sufficient and adequate.</p> |

Additional Comments received

| IWVTA-02-08 | Russian Federation | CLEPA | Netherlands | Japan | OICA |
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| - | - | <p><i>“increase the number of Contracting Parties to the Agreement” (§1 of the Terms of Reference in WP29-150-25):</i> CLEPA believes that current voting rights are an obstacle for some non-European countries to join the 1958 Agreement.</p> | <p>The Netherlands request the informal group on IWVTA to consider introduction of IWVTA in stages and to start with vehicles of category M₁ only and excluding multistage type-approval.</p> | - | - |