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Item 3 (b) (ii) of the provisional agenda

**Customs Convention on the International Transport of
Goods under Cover of TIR Carnets (TIR Convention, 1975):
Revision of the Convention:
Preparation of Phase III of the TIR revision process**

Usage of the eTIR material

Note by the secretariat

I. Background

1. At its twenty-sixth session (May 2017), the Informal Ad hoc Expert Group on Conceptual and Technical Aspects of Computerization of the TIR Procedure (GE.1, the Expert Group) took note of the lack of clear instructions with regard to the usage of the eTIR material (eTIR functional and technical specifications and Extensible Markup Language (XML) schemas). The Expert Group was of the general view that the eTIR material should be in the public domain and that this should be clarified. Accordingly, the Expert Group mandated the secretariat to propose wording for a usage clause and a disclaimer, in consultation with the United Nations Office of Legal Affairs (OLA), and to submit it directly to the Working Group on Customs Questions affecting Transport (WP.30) for consideration at its October 2017 session (see ECE/TRANS/WP.30/2017/22, paras. 24-26).

II. eTIR material

A. eTIR functional and technical specifications

2. Pursuant to the request of the Expert Group, the secretariat consulted OLA. OLA confirmed that the eTIR functional and technical specifications published as United Nations

document ECE/TRANS/WP.30/2011/4/Rev.1 were in the public domain (see paragraph 2(b) of ST/AI/189/Add.9.Rev.2) and, thus, did not need any copyright notice.

3. However, to clarify the usage rules of the eTIR functional and technical specifications, including when they are published in informal documents, and to prevent the United Nations from any liability, the secretariat, in consultation with OLA, has prepared the below usage and disclaimer clause to be included in the specifications for consideration by the Working Party:

"Usage and disclaimer clause

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B. Extensible Markup Language schemas

4. The Working Party may wish to note that the XML schemas are meant to be used directly to facilitate the development of software designed to sending and receiving eTIR messages. Therefore, those schemas have not been published in documents but rather published as separate files on the UNECE web site. After consultation with OLA, the secretariat would like to inform the Working Party that, if Contracting Parties so wish, a usage and disclaimer clause could also be included in the schemas.

5. Therefore, the secretariat, in consultation with OLA, has prepared the below usage and disclaimer clause, to be published on the UNECE web page where the schemas are published and in the schemas, for consideration by the Working Party:

"Usage and disclaimer clause

This(ese) schema(s) may be used, copied, amended and furnished to others in whole or in part, without restriction of any kind other than the obligation to keep this usage and disclaimer clause in it (them) and the references to UNECE. However, once modified, schemas may no longer be distributed under the name of UNECE.

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Nothing herein shall constitute or be considered to be a limitation upon or a waiver of the privileges and immunities of the United Nations, which are specifically reserved."

III. Considerations by the Working Party

6. The Working Party is invited to consider (a) the recommendation of the Expert Group that the eTIR functional and technical specifications as well as the XML schemas should be in the public domain; and (b) the above proposals for clarifying their use and disclaiming liability.
