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Working Party on Customs Questions Affecting Transport

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Item 9 (b) (iii) of the provisional agenda

**CUSTOMS CONVENTION ON THE INTERNATIONAL TRANSPORT OF GOODS UNDER
COVER OF TIR CARNETS (TIR CONVENTION, 1975)**

Revision of the Convention

Amendment proposals for the Convention

Note by the secretariat

1. At its 120th session, the Working Party, inter alia, decided to revert to the amendment proposals to Annex 9 (part I and new part III), contained in document ECE/TRANS/WP.30/2008/11, at the next session, on the basis of a separate document to be prepared by the secretariat. (ECE/TRANS/WP.30/240, paragraph 30).
2. This document contains in the annex, the consolidated version of the outstanding amendment proposals, for consideration by the Working Party.

European Community proposal
<p><u>Annex 9</u> *¹</p> <p><u>Part I</u> *</p> <p>AUTHORIZATION FOR ASSOCIATIONS TO ISSUE TIR CARNETS AND <u>TO ACT AS GUARANTOR</u></p>
<p><u>MINIMUM CONDITIONS AND REQUIREMENTS</u></p> <p>1. The minimum conditions and requirements to be complied with by associations in order to be authorized by Contracting Parties to issue TIR Carnets and to act as guarantor in accordance with Article 6 of the Convention are:</p> <p>(a) <u>Proven existence for at least one year as an established association representing the interests of the transport sector established in the Contracting Party where the authorization is issued.</u></p> <p style="padding-left: 40px;"><u>Explanatory Note to paragraph 1 (a)*</u></p> <p>9.I.1 (a) Established association</p> <p style="padding-left: 40px;">The provisions of Annex 9, Part I, paragraph 1 (a) cover organizations involved in the international trade of goods, including chambers of commerce.</p> <p>(b) Proof of sound financial standing and organizational capabilities enabling it to fulfil its obligations under the Convention.</p> <p>(c) Proven knowledge of its staff in the proper application of the Convention.</p> <p>(cd) Absence of serious or repeated offences against Customs or tax legislation.</p> <p>(de) Establishment of a written agreement or any other legal instrument between the association and the competent authorities of the Contracting Party in which it is established <u>including the acceptance by the association of its duties as set out in paragraph 3 of this Article.</u></p>

¹ Amendments to the existing text of the Annex 9, Part I are underlined. Where the existing text is already underlined, an asterisk* is added for easy recognition.

European Community proposal

2e. A certified copy of the written agreement or any other legal instrument referred to under paragraph 1 (d) together, if necessary, with a certified translation into English, French or Russian, shall be deposited with the TIR Executive Board. Any changes shall be immediately brought to the attention of the TIR Executive Board

3f. The duties of the association are to:

- (i) shall comply with the obligations laid down in Article 8 of the Convention;
- (ii) shall accept the maximum sum per TIR Carnet determined by the Contracting Party which may be claimed from the association in accordance with Article 8, paragraph 3 of the Convention;
- (iii) shall verify continuously and, in particular, before requesting authorization for access of persons to the TIR procedure, the fulfilment of the minimum conditions and requirements by such persons as laid down in Part II of this Annex;
- (iv) shall provide its guarantee for all liabilities incurred in the country in which it is established in connection with operations under cover of TIR Carnets issued by itself and by foreign associations affiliated to the same international organization as that to which it is itself affiliated;
- (v) shall cover its liabilities to the satisfaction of the competent authorities of the Contracting Parties in which it is established with an insurance company, pool of insurers or financial institution. The insurance or financial guarantee contract(s) shall cover the totality of its liabilities in connection with operations under cover of TIR Carnets issued by itself and by foreign associations affiliated to the same international organization as that to which it is itself affiliated.

The time to give notice for the termination of the insurance or financial guarantee contract(s) shall be not less than the time to give notice for the termination of the written agreement or any other legal instrument under (de). A certified copy of the insurance or financial guarantee contract(s) as well as all subsequent modifications thereto shall be deposited with the TIR Executive Board, including a certified translation, if necessary, into English, French or Russian;

- (vi) submit to the competent authorities of each Contracting Party a true and certified copy of the full and integral text of the global insurance contract concluded between the international global insurers (layer three) on the one hand and each of the guaranteeing associations affiliated to the international organization authorized under Part III of Annex 9 as beneficiaries on the other hand.

European Community proposal

Comment to paragraph 1 (f) (v) *(vi)

- (a) *This contract, to be signed by the representative(s) of the international insurers, the associations and the international organization authorized under Part III of Annex 9IRU shall cover the totality of the liabilities of the associations to the satisfaction of the competent authorities and shall include all insurance conditions, deadlines and possible reasons for resiliation of the insurance contract. This global insurance contract is identical for all national associations participating under the TIR regime. As long as national legislation in one of the Contracting Parties to the Convention prohibits signature by national associations as insured parties of the global insurance contract, it is exceptionally admissible, for a temporary period, that the global insurance contract may be concluded and signed by representatives of the international organization authorized under Part III of Annex 9IRU, acting on its own behalf, on behalf of its member associations and third parties, and by representatives of the international insurers only. This temporary provision does not change the responsibilities of the guaranteeing associations as stipulated in the Convention.*
- (b) *Certified and approved copies of the global insurance contract mentioned under (a) shall be immediately transmitted to the TIR Executive Board by the competent authorities of each Contracting Party, together with certified copies of the approved written agreement or any other legal instrument concluded between the association and the competent authorities of the Contracting Party, as required in accordance with Annex 9, Part I, paragraph 1 (de) of the Convention.*
- (c) *Any modification in the global contract mentioned under (a) must be brought immediately to the attention of the competent authorities of each Contracting Party and to the TIR Executive Board by the associations and the international organization authorized under Part III of Annex 9IRU.*
- (d) *The time to give notice for the termination of the global insurance contract mentioned under (a) shall be six (6) months.*

European Community proposal

- (viii) ~~shall~~ allow the competent authorities to verify all records and accounts kept relating to the administration of the TIR procedure;
- (viii) ~~shall~~ accept a procedure for settling efficiently disputes arising from the improper or fraudulent use of TIR Carnets, whenever possible without recourse to courts;
- (ix) ~~shall~~ agree that any serious or repeated non-compliance with the present ~~minimum~~ conditions and requirements will ~~shall~~ lead to the authorization to issue TIR Carnets being revoked;
- (ix) ~~shall~~ comply strictly with the decisions of the competent authorities of the Contracting Party in which it is established concerning the exclusion of persons in line with article 38 of the Convention and Part II of this annex;
- (ix) ~~shall~~ agree to implement faithfully all decisions adopted by the Administrative Committee and the TIR Executive Board in as much as the competent authorities of the Contracting Parties in which the association is established have accepted them.

4. When a guaranteeing association is asked, in accordance with the procedures set out in Article 11, to pay the sums referred to in Article 8 paragraphs 1 and 2, it shall in accordance with the written agreement referred to in the Explanatory Note to Article 6, paragraph 2bis, inform the international organization of the reception of the claim.

52. The Contracting Parties in which the association is established shall have the right to revoke the authorization to issue TIR Carnets in case of serious or repeated non-compliance with these ~~minimum~~ conditions and requirements. Should a Contracting Party decide to revoke the authorization, the decision will become effective at the earliest three (3) months after the date of revocation.

63. The authorization of an association under the terms set out above shall be without prejudice to that association's responsibilities and liabilities under the Convention.

74. The ~~minimum~~ conditions and requirements laid down above are without prejudice to additional conditions and requirements Contracting Parties may wish to prescribe.

European Commission proposals	Proposals by the International Road Transport Union (IRU)	Proposals by the Russian Federation
<p><u>Part III</u></p> <p>AUTHORIZATION OF AN INTERNATIONAL ORGANIZATION, AS REFERRED TO IN ARTICLE 1 (r) FOR THE ORGANIZATION AND FUNCTIONING OF AN INTERNATIONAL GUARANTEE SYSTEM AND TO PRINT AND DISTRIBUTE TIR CARNETS</p> <p><u>Conditions and requirements</u></p>		
<p>1. The conditions and requirements to be complied with by an international organization in order to be authorized by the Administrative Committee to take on the responsibility for the organization and functioning of an international guarantee system and to print and distribute TIR Carnets are:</p>	<p>1. In order to be authorized by the Administrative Committee in accordance with Article 6.2bis, the international organization by signing the Agreement between itself and the United Nations Economic Commission for Europe, as mandated by and acting on behalf of the Contracting Parties, accepts</p>	<p>...</p> <p>(b) Absence of serious or repeated offences against tax legislation (Government of the Russian Federation).</p> <p>...</p>

European Commission proposals	Proposals by the International Road Transport Union (IRU)	Proposals by the Russian Federation
<p>(a) Proof of the sound financial standing of the international guarantee system and organizational capabilities enabling it to fulfil its obligations under the Convention.</p> <p>(b) Absence of serious or repeated offences against Customs or tax legislation.</p> <p>(c) Establishment of a written agreement or any other legal instrument between the organization and the Administrative Committee, including the acceptance by the international organization of its duties as set out in paragraph 2 of this Article.</p>	<p>(a) To take on the responsibility for the effective organization and functioning of an international guarantee system, and</p> <p>(b) To print and distribute TIR Carnets.</p>	
<p>2. The duties of the international organization are to:</p> <p>(i) provide the Contracting Parties of the TIR Convention via the national associations affiliated to the international organization with certified copies of the global guarantee contract and proof of guarantee coverage;</p> <p>(ii) provide the competent bodies of the TIR Convention with information on the rules and procedures set out for the issue of TIR Carnets by national associations;</p>	<p>2. Without prejudice to the provisions of the TIR Convention, and in particular to Article 6.2bis and whilst fully respecting the competencies of the Contracting Parties, the international organization accepts to perform the following functions:</p> <p>(a) To provide the Contracting Parties of the TIR Convention via the national associations affiliated to the international organization with certified copies of the global guarantee contract and proof of guarantee coverage;</p> <p>(b) To provide the competent bodies of</p>	<p>...</p> <p>(vi) To provide, at the request of the Administrative Committee or the TIR Executive Board, full and complete information on the functioning of the TIR system;</p> <p>...</p> <p>(ix) wording can be improved</p> <p>...</p> <p>(xii) In accordance with Annex 10 on the control system for TIR Carnets, to manage such a control system with</p>

European Commission proposals	Proposals by the International Road Transport Union (IRU)	Proposals by the Russian Federation
<p>(iii) provide the competent bodies of the TIR Convention, on a yearly basis, with global data of claims lodged, paid and pending;</p> <p>(iv) provide the competent bodies of the TIR Convention with timely and well founded information on trends in the number of non-terminated TIR operations, claims lodged or pending that might give rise to concerns with regard to the proper functioning of the TIR system or that could lead to difficulties for the continued operation of its guarantee system;</p> <p>(v) provide the competent bodies of the TIR Convention with statistical data on the number of TIR Carnets distributed to each Contracting Party;</p> <p>(vi) provide, at the request of the Administrative Committee for the TIR Convention or the TIR Executive Board, full and complete information on the functioning of the TIR system;</p> <p>(vii) provide the TIR Executive Board</p>	<p>the TIR Convention, being the Administrative Committee, the TIR Executive Board and the Working Party on Customs Questions affecting Transport (WP.30), with information on the rules and procedures set out for the issue of TIR Carnets by national associations;</p> <p>(c) To provide the competent bodies of the TIR Convention, on a yearly basis, with global data of claims lodged, paid and pending;</p> <p>(d) To provide the competent bodies of the TIR Convention with timely and well founded information on trends in the number of non-terminated TIR operations, claims lodged or pending that might give rise to concerns with regard to the proper functioning of the TIR system or that could lead to difficulties for the continued operation of its guarantee system;</p> <p>(e) To provide the competent bodies of the TIR Convention with statistical data on the number of TIR Carnets distributed to each Contracting Party;</p>	<p>national guaranteeing associations affiliated to the international organization and the Customs authorities and to inform the Contracting Parties and the competent body or bodies of the TIR Convention of problems encountered in the system;</p> <p>...</p> <p>(Government of the Russian Federation).</p>

European Commission proposals	Proposals by the International Road Transport Union (IRU)	Proposals by the Russian Federation
<p>with details of the issuing price by the international organization of each type of TIR Carnet;</p> <p>(viii) take all possible steps to reduce the risk of counterfeited TIR Carnets;</p> <p>(ix) take the appropriate corrective action in cases where faults or deficiencies with the TIR Carnet, have been detected;</p> <p>(x) fully participate in cases where the TIR Executive Board is called upon to facilitate the settlement of disputes;</p> <p>(xi) ensure that any problem involving fraudulent activities or other difficulties, with regard to the application of the TIR Convention, is immediately brought to the attention of the TIR Executive Board;</p> <p>(xii) manage the control system for TIR Carnets provided for in Annex 10 together with national guaranteeing associations affiliated to the international organization and the Customs authorities and to inform the Contracting Parties and the competent body or bodies of the TIR Convention of problems encountered</p>	<p>(f) To provide, at the request of the TIR Executive Board, full and complete information on the functioning of the TIR system, provided such a request does not infringe legislation concerning confidentiality, data protection, etc.; in case such information cannot be given, the international organization will specify the legal provisions or other reasons prohibiting the exchange of information;</p> <p>(g) To provide the TIR Executive Board with details of the distribution price by the international organization of each type of TIR Carnet;</p> <p>(h) To take all reasonable steps to reduce the risk of counterfeiting TIR Carnets;</p> <p>(i) To take the appropriate corrective action in cases where faults or deficiencies with the TIR Carnet, have been detected;</p> <p>(j) To provide the appropriate electronic interface to enable TIR Carnet Holders to submit their TIR Carnet declaration data using a data processing technique in accordance with internationally agreed standards and data requirements;</p>	

European Commission proposals	Proposals by the International Road Transport Union (IRU)	Proposals by the Russian Federation
<p>in the system;</p> <p>(xiii) provide the competent bodies of the TIR Convention with statistics and data on the performances of Contracting Parties with regard to the control system provided for in Annex 10;</p> <p>(xiv) seek continuously to enhance the control system provided for in Annex 10 in order to improve its efficiency as a risk management and anti-fraud tool;</p> <p>(xv) be available for meetings with the TIR Executive Board, the TIR Secretary, the TIR secretariat and other key organizations, active in the field of TIR;-</p>	<p>(k) To fully participate in cases where the TIR Executive Board is called upon to facilitate the settlement of disputes;</p> <p>(l) To ensure that any problem involving fraudulent activities or other difficulties, with regard to the application of the TIR Convention, is immediately brought to the attention of the TIR Executive Board;</p> <p>(m) To manage, in accordance with Annex 10 on the control system for TIR Carnets, such a control system with national guaranteeing associations affiliated to the international organization and the Customs authorities and to inform the Contracting Parties and the competent bodies of the TIR Convention of significant problems encountered in the system;</p> <p>(n) To provide the competent bodies of the TIR Convention with statistics and data on the performances of Contracting Parties with regard to the control system referred to in (m) above;</p> <p>(o) To seek continuously to enhance the control system referred to in (m) above in order to improve its efficiency and</p>	

European Commission proposals	Proposals by the International Road Transport Union (IRU)	Proposals by the Russian Federation
	<p>effectiveness as a risk management and anti-fraud tool;</p> <p>(p) To be available for meetings with the TIR Executive Board, the TIR Secretary, the TIR secretariat and other key organizations, active in the field of TIR;</p> <p>(q) To offer its good offices and experiences to support the training of interested parties, e.g. national associations.</p>	
<p>3. When the international organization is informed by a guaranteeing association of a claim for payment, it shall, with in a period of three months, as prescribed Article 11, paragraph 4, inform the guaranteeing association of its position concerning the claim.</p>	<p>3. The international organization shall meet the following conditions:</p> <p>(a) Proven existence as an established international organization representing the interests of the transport sector.</p> <p>(b) Proven existence of the financial coverage of the international chain of guarantee (by means of the certified and approved copy of the global guarantee contract referred to in Part I, paragraph 1 (f) (v) of this Annex.</p> <p>(c) Proven knowledge and experience of the international organization in the proper application of the Convention.</p> <p>(d) Absence of serious or repeated</p>	

European Commission proposals	Proposals by the International Road Transport Union (IRU)	Proposals by the Russian Federation
	offences against Customs or tax legislation in the country of establishment.	
<p>4. The Administrative Committee shall have the right to revoke the authorization granted in accordance with Article 6.2bis of the Convention in case of non-compliance with these conditions and requirements. Should the Administrative Committee decide to revoke the authorization, the decision will become effective at the earliest six (6) months after the date of revocation.</p>	<p>4. The international organization shall agree to implement faithfully all decisions adopted by the Administrative Committee and the TIR Executive Board.</p>	<p>4. The Administrative Committee shall have the right to revoke the authorization in case of serious or repeated non-compliance with these conditions and requirements. Should the Administrative Committee decide to revoke the authorization the decision will become effective at the earliest six (6) months after the date of revocation. (Government of the Russian Federation).</p>
<p>5. The authorization of an international organization under the terms set out above shall be without prejudice to that organization's responsibilities and liabilities under the Convention.</p>	<p>5. The authorization of an international organization under the terms set out above shall be without prejudice to that organization's responsibilities and liabilities under the Convention.</p>	
	<p>6. In case the Administrative Committee decides to revoke the authorization in accordance with Article 6.2bis of the Convention, the decision will become effective at the earliest six (6) months after the date of revocation.²</p>	

² Justification by the IRU: This proposed text is in line with the IRU's earlier proposal set out in document ECE/TRANS/WP.30/2006/6. The earlier proposal has been augmented in order to reflect the development of the means to enable TIR Carnet Holders to submit the TIR Carnet declaration data electronically.