



## Economic and Social Council

Distr.: General  
19 August 2010

English  
Original: English, French and  
Russian

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### Economic Commission for Europe

#### Inland Transport Committee

#### Working Party on Road Transport

##### 105th session

Geneva, 29 September–1 October 2010

Item 7 (a) of the provisional agenda

##### **Harmonization of requirements concerning international road transport and facilitation of its operation**

##### **Proposal for a global multilateral agreement on the international regular transport of passengers by coach and bus (OmniBUS)**

### **Draft multilateral agreement on the international regular transport of passengers by coach and bus (OmniBUS)**

#### **Note by the secretariat**

At its 104th session the Working Party on Road Transport (SC.1) decided to include the proposal of multilateral agreement on the international regular transport of passengers by bus and coach (OmniBUS) on the agenda for its 105th meeting, and to create a small group of experts to further develop the agreement. The small group met twice in 2010 and agreed on the present document which was prepared by the secretariat for consideration by the Working Party.

## Draft

Multilateral Agreement On the international regular transport of passengers by coach and bus (OmniBUS) [and the administrative procedures applicable to issuing Authorizations and other related administrative documents]

The Contracting Parties

[...]

Having recognised:

The significant contribution of:

The Consolidated Resolution on the Facilitation of International Road Transport (R.E.4) of 30 April 2004 to the simplification and harmonisation of road transport regulations and procedures,

The General Agreement on Trade of Services signed in Marrakech on 15 April 1994 to the harmonisation of rules of trade services,

The desirability of an orderly development and facilitation of international regular transport of passengers and their luggage by coach and bus,

The importance of increasing safety of road traffic and the protection of the environment,

The importance of ensuring protection of the interests of passengers in international carriage by road,

The need to standardise administrative procedures concerning delivery of the Authorizations for international regular transport of passengers by coach and bus, as well as the related administrative documents,

[...]

HAVE AGREED upon the following provisions:

## **Chapter I**

### **Definitions and scope**

#### **Article 1**

##### **Definitions**

For the purposes of this Agreement, the following definitions shall apply:

"Buses and coaches", hereinafter called also the 'vehicles', means motor vehicles - with or without a trailer for the transport of passengers' luggage – intended, by virtue of their construction and their equipment, to transport more than nine persons, including the driver, and assigned for this use.

"Authorization" means a document authorizing the use of a bus or coach in the territory of the Contracting Parties in connection with an international regular passenger service by road.

"Undertaking" means any natural or legal person engaged in the transport of passengers, in accordance with the national laws and regulations in force.

"Carrier" ('operator') means an undertaking, registered in the territory of a Contracting Party, which is authorized to carry out international road passenger transport services, and which satisfies the national rules and regulations in force on admission to the occupation of road passenger transport operator, covering at least the following requirements:

- (a) to have an effective and stable establishment in a Contracting Party;
- (b) to be of good repute;
- (c) to have appropriate financial standing; and
- (d) to have the requisite professional competence.

"Passenger" means any person who, in the performance of a contract of carriage made by himself or on his behalf, is carried either for reward or free of charge by a carrier;

"Ticket" means a document issued by the carrier or on his behalf, which confirms the right of the passenger to be transported and serves as the evidence of the conclusion of the contract of carriage between the passenger and the carrier.

"Passenger service by road" means the transport by bus or coach offered to the public or to certain categories of users in return for remuneration paid by the person transported or by the transport organizer.

"Regular services" means services which provide for the carriage of passengers and their luggage according to a given frequency and along specified routes, whereby passengers may be taken up or set down during a journey at predetermined stopping points. Regular services are subject to the obligation to respect previously established timetables.

Regular services shall be open to all, subject, where appropriate, to compulsory reservation.

The regular nature of the service shall not be affected by any adjustment to the service operating conditions.

Refreshment stops in transit countries, as well as in the countries of departure and destination, do not alter the nature of the service. During refreshment stops passengers are neither picked up nor set down.

"Special regular services" are services, whoever their organiser, which provide for the carriage of specified categories of passengers and their luggage, to the exclusion of all other

passengers, provided that such services are operated under the conditions set out for regular services.

Special regular services shall include:

- (a) the carriage of workers between home and their place of work,
- (b) the carriage to and from the educational institution for school pupils and students.

The fact that a special regular service may vary according to users' needs does not affect its classification as a regular service.

"Occasional services" are services not falling within the definition of a regular service nor of special regular services, and which are characterised above all by the fact that they carry groups of passengers assembled at the initiative of the customer or of the carrier himself.

"Own-account transport operations" mean transport operations carried out for non-profit-making and non-commercial purposes, by an undertaking, provided that:

- (a) the transport activity is only an ancillary activity for that undertaking,
- (b) the vehicles used are the property of that undertaking, or were bought by them on credit, or were made available to them under a long-term leasing contract and are driven by a member of the staff of the undertaking, by the undertaking itself, if it is natural person, or by personnel employed by or put at the disposal of the undertaking under contractual obligation.

"International transport" means a journey undertaken by a vehicle, the point of departure of which is on the territory of one Contracting Party and the destination of which is on the territory of another Contracting Party or in a third country, or vice versa, as well as the movement of an empty vehicle in connection with the aforesaid journey.

"A passenger service by road is said to be 'in transit' in a particular country if it passes through the territory of that country in the course of a journey where the points of departure and destination are located in another country and if, unless otherwise authorized, no passengers are picked up or set down on the territory of the country passed through.

"National road passenger services carried out by non-resident carriers" ('cabotage') mean the picking up and setting down of passengers within the same Contracting Party, in the course of a regular international service, in compliance with the provisions of this Agreement, provided that it is not the principal purpose of the service

"Host Contracting Party" means a Contracting Party in which a carrier operates, other than the Contracting Party where the carrier is established.

"Triangular transport operations" mean any transport of passengers from the territory of one Contracting Party to another Contracting Party or a third country, and vice versa, by a vehicle not registered in the territory of one of those countries, whether or not, in the course of the same journey and using the normal route, the vehicle travels through the country in which it is registered.

"Contracting Parties" mean those States that have consented to be bound by this Agreement and for which this Agreement is in force.

"Competent authorities" mean those authorities designated by the Contracting Parties to carry out the tasks of this Agreement.

"Authorizing authority" means the competent authority of the Contracting Party on whose territory the point of departure is situated, to which the application for an authorization is

submitted, and which issues the authorization. The place of departure shall mean «one of the termini of the service».

“Bus and coach terminal” means a dedicated infrastructure facility where passengers are taken up or set down in the course of an international regular service carried out within the provisions of this Agreement, equipped with facilities equipped with facilities, such as a waiting room, ticket office, toilets etc.[...]

## **Article 2**

### **Scope**

1. This Agreement shall apply:
  - (a) to the international transport of passengers by coach and bus by means of regular services:
    - performed between the territories of two Contracting Parties, and, should the need arise during such services, in transit through the territory of another Contracting Party, and
    - carried out by transport undertakings for hire or reward established in a Contracting Party in accordance with its laws and authorized in the state of establishment to undertake transport by means of international regular services by coach and bus, and
    - using buses and coaches registered in the Contracting Party where the transport undertaking is established;
  - (b) to empty journeys of the buses and coaches in relation to these services.
2. Change of vehicle or interruption of transport to enable part of a journey to be made by another means of transport shall not affect the application of this Agreement.
3. Cabotage transport operations performed by a carrier not resident in the host Contracting Party in the course of a regular international service, carried out in accordance with the provisions of this Agreement, shall only be allowed if they are allowed by the national legislation and are specifically included in the authorization.
4. Regular services from a Contracting Party to, from or in transit through a non Contracting Party shall require Authorizations in accordance with the bilateral agreement between the Contracting Party and the non Contracting Party and, where appropriate, the transited non Contracting Party.
5. However, Contracting Parties to this Agreement should endeavour to align, to the extent possible, the provisions of their bilateral agreements with such non Contracting Parties, to reflect the provisions, documents and procedures defined in this Agreement.
6. Excluded from the scope of this Agreement are:
  - (c) triangular transport operations;
  - (d) occasional services;
  - (e) own-account transport operations.

[...]

## **Article 3**

### **General principles**

- 1 Subject to the provisions of article [24], paragraph 2:

(a) No distinction shall be made based on the registration of buses or coaches, points of departure, entry, exit or destination, or the nationality of drivers or the place where the transport company is established.

(b) Each Contracting Party shall accord immediately and unconditionally to service providers from all other Contracting Parties and to services covered by this Agreement, treatment relative to their rights, legislation and formalities no less favourable than that it accords to like providers and service suppliers of any other country.

2. With respect to all measures affecting the supply of services covered by this Agreement, Contracting Parties shall accord to carriers from other Contracting Parties treatment no less favourable than those accorded to their own similar service suppliers and to services similar to them.

[...]

#### **Article 4**

##### **Transparency**

Each Contracting Party shall publish, as appropriate, by means of an official Internet site, at the latest by the time of their entry into force, the laws, regulations, judicial decisions and administrative rulings as appropriate on all implementing measures which pertain to carriers and the services covered by this Agreement. It shall also publish the contact details of the relevant competent authority.

#### **Chapter II**

##### **Access to the market and authorizations**

#### **Article 5**

##### **Principles**

1. International regular services are subject to authorization. The authorization issued by the competent Authorizing authority, is based on the model shown in Annex [2] and is valid for the whole journey.

2. Special regular services shall not require authorization if they are covered by a contract concluded between the organiser and the carrier. Empty journeys by vehicles in connection with special regular services shall likewise not require authorization.

3. Transport between two points situated on the territory of the same Contracting Party by carriers established in the territory of another Contracting Party (cabotage) are authorized under this Agreement, subject to the conditions specified in Article [13], provided that it is not the principal purpose of this service and is specifically included in the authorization.

#### **Article 6**

##### **Authorization application and granting procedure**

1. An authorization for each international regular service shall be issued by the Authorizing authority in agreement with the authorities of all Contracting Parties in whose territories passengers are picked up or set down, as well as with authorities in the transit countries.

2. International regular services may only be operated by transport undertakings from the countries where passengers are picked up or set down. Passengers may be picked up or set down in the countries of departure and destination, as well as in the transit countries, subject to the agreement of the competent authorities in these countries.

3. International regular services shall be carried out in the framework of a partnership agreement or contract concluded between the carriers from the relevant Contracting Parties operating the service. The decision on the actual split of traffic performances between participating carriers shall be left to discretion of carriers themselves.

#### **Article 7**

##### **Nature of authorization**

1. Authorizations shall be issued in the name of the carrier. They shall not be transferred by the latter to third parties.

2. However, a carrier who has received an authorization may, if national legislation allows it and with the consent of the Authorizing authority, operate the service through a sub-contractor. In this case, the name of the latter undertaking and its role as sub-contractor shall be indicated in the authorization. The sub-contractor shall fulfil the conditions laid down in Article [1], paragraph 4.

3. In the case of undertakings associated for the purpose of operating a regular service, the authorization shall be issued in the names of all the undertakings. It shall be given to the undertaking that manages the operation and certified true copies shall be given to the others. The authorization shall state the names of all the operators.

4. The period of validity of an authorization shall not exceed 5 years. It may be set at less either at the request of the applicant or by decision of competent authorities in one of the states on whose territory passengers are picked up, set down or transited.

5. If their legislation does not allow them to issue Authorizations valid for a period other than one year, Contracting Parties should consider the possibility of so acting that the carriers may be assured of having their authorizations renewed at least four times, on the understanding that whatever the term of the authorization there shall be no impediment to the cancellation of an authorization if the conditions under which it was granted are not being fulfilled.

6. Every authorization shall specify the following:

- (a) the type of service;
- (b) the route of the service, specifying in particular the place of departure and the place of destination, frontier-crossing points, stopping points where passengers are picked up or set down and, in case of special regular services without contract, the category of persons accepted for transport and their destinations;
- (c) a timetable attached to it and including information on the period of operation and the frequency of the services, as well as the stops;
- (d) the name of the transport operator(s) and, should the need arise, sub-contractors;
- (e) special conditions (if any);
- (f) the period of validity of the authorization;
- (g) an indication if the cabotage is allowed or not.

7. Authorizations shall entitle their holders to operate international regular services, for which they are authorized to, according to paragraph 3 above, in the territories of all Contracting Parties over which the routes of the service pass.

## **Article 8**

### **Authorizing procedure**

1. For the purpose of this Agreement, the application for authorization shall be submitted by the transport operator to the competent authorities of the Contracting Party of establishment on whose territory the point of departure is situated, hereinafter referred to as the «Authorizing authority». The place of departure shall mean «one of the termini of the service». This provision is applicable also in the case of partnerships concluded on a parity basis.
2. In the case of undertakings associated for the purpose of operating a regular service, the application shall be submitted by the operator that manages the operation.
3. Applications shall conform to the model laid down in Annex [1].
4. Transport operators shall fill in the application form and shall provide any further information which they consider relevant or which is requested by the Authorizing authority, in particular evidence that the applicant is authorized to perform transport by means of international regular services by coach and bus, and a driving schedule making it possible to monitor compliance with international or, if relevant, national rules on driving and rest periods.
5. Should the need arise, and before issuing the authorization the competent authority may perform a check at the premises of the undertaking, to ensure that it actually meets the relevant provisions regarding access to profession.
6. Authorizations shall be issued in agreement with the authorities of all the Contracting Parties in whose territories passengers are picked up or set down, as well as with authorities in the transit countries. Upon receipt of the application, the Authorizing authority shall forward to competent authorities of the Contracting Parties, on whose territory passengers are picked up or set down, or which are transited without passengers being picked up or set down, a copy of the application, together with copies of any other relevant documentation, and its assessment.
7. The competent authorities of the Contracting Parties whose agreement has been requested shall notify the Authorizing authority of their decision on the application within two months. This time limit shall be calculated from the date of receipt of the request for an opinion which is shown in the acknowledgement of receipt. If the decision received from the competent authorities of the Member States whose agreement has been requested is negative, it shall contain a proper statement of reasons. [If the Authorizing authority does not receive a reply within two months, the authorities consulted shall be deemed to have given their agreement and the Authorizing authority may grant the authorization].
8. The Authorizing authority shall take a decision on the application within four months of the date of submission of the application by the operator.
9. Authorization shall be granted unless:
  - (a) the applicant is unable to provide the service, which is the subject of the application, with equipment available to him;
  - (b) in the past, the applicant, or carriers, whose services he is subcontracting or he is being using in the case of undertakings associated for the purpose of operating a regular service, have not complied with national or international legislation on road transport, and in particular the conditions and requirements relating to Authorizations for international passenger services by road, or have committed serious infringements of the legislation in regard to road safety, in particular with regard to the international or, if relevant, national rules applicable to vehicles and to driving and rest periods for drivers;



(c) the applicant, or carriers, whose services he is subcontracting or he is being using in the case of undertakings associated for the purpose of operating a regular service, do not comply with the applicable national legal requirements of insurance concerning liability towards third parties, the passengers, the driver, and the vehicle. The authorization can be suspended or even withdrawn at any moment if the carrier(s) cease(s) to comply with national requirements concerning insurance;

(d) the applicant, or carriers, whose services he is subcontracting or he is being using in the case of undertakings associated for the purpose of operating a regular service, do not comply with the national legal requirements of access to the profession. The authorization can be suspended or even withdrawn at any moment if the carrier(s) cease(s) to comply with national requirements concerning access to the profession;

(e) in the case of an application for a renewal of an authorization, the conditions of authorization have not been complied with;

(f) a Contracting Party decides, on the basis of a detailed analysis, that the principal purpose of the service is other than to carry passengers between stops located in different Contracting Parties;

(g) the applicant, or carriers, whose services he is subcontracting or he is being using in the case of undertakings associated for the purpose of operating a regular service, do not comply with the national legal requirements concerning cabotage;

(h) a Contracting Party decides on the basis of a detailed analysis that the service concerned would seriously affect the viability of a comparable service covered by one or more public service contracts.

10. The fact that a carrier offers higher/lower prices than those offered by other carriers or the fact that the link in question is already operated by other carriers shall not in itself constitute a justification for rejecting the application.

11. The competent authorities of all the Contracting Parties involved in the procedure to reach the agreement provided for in paragraph 4 above may refuse applications only on the basis of reasons provided for in this Agreement.

12. Having completed the procedure laid down in this Article, the Authorizing authority shall grant the authorization or formally refuse the application.

13. Decisions refusing an application shall state the reasons on which they are based.

14. Contracting Parties shall ensure that transport undertakings are given the opportunity to make representations in the event of their application being refused.

15. The Authorizing authority shall inform all the competent authorities whose agreement is requested, of its decision, by sending them a copy of any authorization.

16. If the procedure for reaching the agreement referred to in this Article does not enable the Authorizing authority to decide on an application, the matter may be referred to the Administrative Committee for information and, if necessary, for other measures to be taken in the framework of competences of this Committee.

## **Article 9**

### **Renewal and alteration of authorization**

1. Article [8] above shall apply, mutatis mutandis, to applications for the renewal of Authorizations or for alteration of the conditions under which the services subject to authorization must be carried out.

2. In the event of a minor alteration to the operating conditions, such as the adjustment of timetables, the Authorizing authority need only supply the information in question to the competent authority of the other Contracting Parties concerned.

3. The Contracting Parties concerned may agree that the Authorizing authority alone shall decide on alterations to the conditions under which a service is operated.

#### **Article 10**

##### **Lapse of an authorization**

1. An authorization for a regular service shall lapse at the end of its period of validity or three months after the Authorizing authority has received notice from its holder of its intention to withdraw the service. Such notice shall contain a proper statement of reasons.

2. Where demand for a service has ceased to exist, the period of notice from the holder of the authorization provided for in paragraph 1 may be shortened up to one month, according to the holders' application.

3. The Authorizing authority shall inform the competent authorities of the other Contracting Parties concerned that the authorization has lapsed.

4. The holder of the authorization shall notify users of the service concerned, of its withdrawal, one month beforehand by means of appropriate publicity.

[...]

#### **Chapter III**

##### **Rights and obligations**

#### **Article 11**

##### **Controls**

1. The competent authorities of the relevant Contracting Parties are authorized to perform controls prescribed by this Agreement, by other international Conventions and by their national legislation which applies to road transport.

2. For the purpose of this Agreement, the following are considered as control documents:

(a) in the case of a regular service, the authorization mentioned in article [5.1] above (original or its certified true copy),

(b) in the case of a special regular service with a contract, the contract mentioned in article [5.2] above (original or its certified true copy),

(c) [the list of passengers (waybill), as defined in Annex [3], to be carried on board of the vehicle carrying out regular transport services in accordance with the provisions of this Agreement,]- paragraph not agreed upon

(d) the transport ticket mentioned in article [12.4] below.

#### **Article 12**

##### **Obligations of carriers**

1. Except in the event of force majeure, the operator of a regular service shall, until the authorization expires, take all measures to guarantee a transport service that fulfils the standards of continuity, regularity and capacity, and complies with the other conditions laid down by the competent authorities in accordance with Article [7.3].

2. The carrier shall display the route of the service, the stops, the timetable, the fares and the conditions of transport in such a way as to ensure that such information is readily available to all users.
3. It shall be possible for Contracting Parties concerned, by common agreement and in agreement with the holder of the authorization, to make changes to the operating conditions governing a regular service.
4. Carriers operating a regular service, with the exclusion of special regular service, shall issue transport tickets, either individual or collective, which indicate:
  - (a) name of the carrier;
  - (b) the points of departure and destination and, where appropriate, the return journey;
  - (c) the period of validity of the ticket and, should the need arise, the date and time of departure;
  - (d) the price of transport.
5. The transport ticket shall be presented at the request of any authorized inspection officer.
6. [Carriers operating a regular service, including a special regular service, shall establish, for each journey, a passenger list (waybill), indicating the names as well as the points of departure and destination of all passengers. The waybill shall conform to the model established in Annex [3] of this Agreement and shall be presented at the request of any authorized inspection officer.]- paragraph not agreed upon
7. The control documents referred to in Article [11.2] or their certified true copies, shall be carried on board of the vehicle and shall be presented at the request of any authorized inspecting officer.
8. Certified true copies, issued by competent authorities of the Contracting Parties, shall conform to the models provided in the annexes of this Agreement, with the indication “certified true copy”.
9. Carriers operating coaches and buses in international passenger transport shall allow all inspections intended to ensure that operations are being conducted correctly, in particular as regards driving and rest periods and road safety.

### **Article 13**

#### **Conditions applicable to cabotage transport operations carried out in the framework of an international regular line**

1. The performance of the cabotage transport operations, as defined in Article [1], shall be subject to the laws, regulations and administrative provisions in force in the host Contracting Party.
2. The national laws, regulations and administrative provisions referred to in paragraph 1 above shall be applied by the Contracting Party to non-resident carriers under the same conditions as those are imposed on their own nationals, so as to effectively prevent any open or hidden discrimination.

## **Chapter IV**

### **Safety and environmental provisions**

#### **Article 14**

##### **Technical conditions applying to vehicles**

1. Subject to the provisions of Article [24], paragraph 4, the technical conditions applicable to buses and coaches used to carry out the international regular services covered by this Agreement shall comply with the provisions of the UNECE Conventions on Road Traffic of 19 September 1949 or 8 November 1968.
2. Contracting Parties may carry out random inspections in order to ensure that coaches and buses are maintained in such a condition that they can be deemed as roadworthy by the inspection authorities, in particular as regards safety and environmental items referred to in Annex 5 to this Agreement.
3. These random inspections should be carried out, to the extent possible, at the passenger terminals to avoid disruption of the transport operation and inconvenience to passengers.

## **Chapter V**

### **Provisions related to service quality and facilitation**

#### **Article 15**

##### **Service quality and comfort**

[The Authorizing authority may recommend and/or prescribe to carriers operating international regular lines to comply with the provisions of international quality and comfort systems. In such cases, they shall inform the Administrative Committee accordingly.] Germany has a reservation

#### **Article 16**

##### **Facilitation of visa procedures for professional drivers**

[Contracting Parties should endeavour to facilitate the procedures for the granting of visas for professional drivers and auxiliary staff offering services covered by this Agreement.] Czech Republic, France, Germany, Switzerland have a reservation.

**[Article 17]- article not agreed upon, Switzerland has a reservation.**

##### **Customs and other relevant fiscal provisions**

1. Buses and coaches that are engaged in transport operations in accordance with the provisions of this Agreement shall be exempted from all vehicle taxes and charges levied on the circulation or possession of vehicles, as well as from all special taxes or charges levied on transport operations in the territory of the other Contracting Parties.
2. Buses and coaches shall not be exempted from payment of taxes and charges on motor fuel, value added tax on transport services, road tolls and user charges levied on the use of infrastructure.
3. Contracting Parties shall ensure that tolls and any other form of user charges may not be imposed at the same time for the use of a single road section. However, Contracting Parties may also impose tolls on networks where user charges are levied, for the use of bridges, tunnels and mountain passes.
4. The fuel for buses and coaches, contained in the fuel tanks established by the manufacturer for this purpose, as well as the lubricants contained in buses and coaches for

the sole purpose of their operation, shall be exempted from import duties and any other taxes and payments imposed in other Contracting Parties.

5. Spare parts and tools imported for the repair of a damaged bus or coach while performing a regular road transport operation shall be exempted from customs duty and from all taxes and charges at the time of importation into the territory of an other Contracting Party under the conditions laid down in its provisions concerning temporary admission of such goods. The spare parts which are replaced should be re-exported or destroyed under the control of the competent customs authority of the other Contracting Party.

[...]

**[Article 18]- article not agreed upon, Germany and Switzerland have a reservation**

**Frontier crossing points**

In order to ensure that the required formalities at frontier crossing points are streamlined and accelerated, Contracting Parties shall meet, as far as possible, the following minimum requirements for frontier crossing points open for international passenger traffic:

- (a) Provide for facilities and equipment enabling joint controls between neighbouring States (one-stop technology), 24 hours a day, whenever justified by traffic needs and in line with road traffic regulations;
- (b) Arrange a traffic system which separates different types of vehicles on both sides of the border in order to give preference to buses and coaches providing regular services;
- (c) Provide adequate parking facilities;
- (d) Place at the disposal of drivers and passengers the necessary sanitary facilities, eating places and adequate means of telecommunication.

[...]

**Article 19**

**Reporting mechanism**

With regard to Articles [15], [16], [17] and [18] of this Agreement, the Administrative Committee will carry out, every second year, a survey among Contracting Parties on progress made to improve comfort and facilitation in their countries.

[...]

**Chapter VI**

**Transitional provisions and implementation**

**Article 20**

**Penalties and cooperation**

1. Subject to the applicable provisions of the national legislation, the competent authority of the Contracting Party which has issued the authorization shall withdraw the authorization provided for in Article [5.1] where the holder:

- (a) no longer meets the conditions of authorization;
- (b) does not meet any longer national provisions regarding insurance coverage;
- (c) has supplied inaccurate information concerning the data which was required for the issuance of the authorization;

- (d) if the Contracting Party in which the carrier is established so requests, with an explanation of the reason.
2. The authority shall immediately inform the competent authorities of the Contracting Parties concerned.
3. The Administrative Committee shall lay down a recommendation on a system of penalties for breaching this Agreement, based on the list of most serious infringements provided for in Annex [4] and the list of serious infringements to be elaborated by the Administrative Committee no later than two years after the entry into force of this Agreement. The penalties thus provided for shall be effective, proportionate and dissuasive.
4. Where most serious or serious infringements of regulations concerning road transport, especially those concerning driving and resting time, road safety and unauthorized cabotage, have been committed by the carrier, the competent authorities of the Contracting Parties where the transport operator is established shall take the appropriate measures to avoid repetition of those infringements.
5. In case a most serious infringement, as defined in Annex [4] of this Agreement, is committed in any Contracting Party, these measures may include the temporary or definite withdrawal of the authorization. In the case of an operator, whose sub-contracting carrier has committed such most serious infringements, which may lead to a suspension/withdrawal of the authorization, the authorization may be suspended until the time the operator replaces the carrier. In this case, the operator, holder of the authorization, shall subject to the provisions of applicable national legislation, receive a last warning, which may lead, upon a second such infringement committed by one of his subcontractors, to a withdrawal of the authorization for this international regular line.
6. The Administrative Committee shall be informed of such measures.
7. Contracting Parties shall guarantee the right of the transport operator to appeal against the administrative penalties imposed.
8. The Contracting Parties shall cooperate in enforcing the provisions of this Agreement.

[...]

## **Article 21**

### **Sanctioning of infringements by a host Contracting Party**

1. Where the competent authority of a Contracting Party is aware of a serious infringement of the provisions of this Agreement or of road transport legislation, in particular with regard to the rules applicable to vehicles, driving and rest periods for drivers and the provision without authorization of parallel or temporary services, attributable to a carrier from another Contracting Party, the Contracting Party within the territory of which the infringement is ascertained shall transmit to the competent authorities of the Contracting Party of establishment, as soon as possible but at least within one month from receiving knowledge of the infringement, the following information:
- (a) a description of the infringement and date, time when it was committed;
  - (b) the category, type and seriousness of the infringement;
  - (c) the penalties imposed and the penalties executed.
2. The competent authorities of the host Contracting Party may request the competent authorities of the Contracting Party of establishment to impose administrative sanctions, in accordance with the provisions of this Agreement.

3. Without prejudice to criminal prosecution, the host Contracting Party may impose sanctions on non-resident carriers who have committed infringements of this Agreement or national transport regulations. The sanctions shall be imposed on a non-discriminatory basis and may, inter alia, consist of warning and/or, in the event of a serious infringement, a temporary or indefinite ban of transport operations within the territory of the host Contracting Party, where the infringement was committed.

4. Contracting Parties shall ensure that carriers may appeal to the courts, once all other measures having been exhausted, against any administrative penalty imposed on them.

[...]

## **Article 22**

### **The Administrative Committee**

An Administrative Committee composed of all the Contracting Parties shall be established. Its composition, functions and rules of procedure are set out in Annex 6.

[...]

## **Article 23**

### **Transitional provision**

Authorizations for services existing on the date of entry into force of this Agreement shall continue to be valid until they expire insofar as the services in question remain subject to authorization.

[...]

## **Article 24**

### **Agreements between Contracting Parties**

1. The provisions of this Agreement shall replace those relevant provisions of the bilateral agreements concluded between Contracting Parties.

2. None of the provisions of this Agreement exclude the rights of the Contracting parties which form customs or economic unions to adopt specific legislation concerning regular service departing from and to their territory and, if need be, in transit through it, in as much as this legislation does not diminish the facilities provided for by this Agreement.

3. Contracting Parties shall inform the Administrative Committee of any provisions adopted under paragraph 2 above.

4. The provisions of this Agreement do not prevent the application of controls and restrictions stemming from national or international provisions:

(a) relating, in particular, to road traffic and to work of crews of vehicles performing transport by road,

(b) based on considerations of moral and public security, hygiene and public health or on considerations of a veterinary or phytosanitary order nor in the perception of owed sums due to the enforcement of such measures.

[...]

## **Article 25**

### **Reporting**

1. By 31 January each year, Contracting Parties shall communicate to the Administrative Committee the number of Authorizations for international regular services

covered by this Agreement the previous year and the total number of Authorizations for regular services valid at the end of the reporting period, as well as the information requested under Article [4.5.]. This information shall be given separately for each country of destination of a regular service.

2. The Administrative Committee will publish this information to the public.

[...]

## **Article 26**

### **Settlement of disputes**

1. Any dispute between two or more Contracting Parties concerning the interpretation or application of this agreement shall, as far as possible, be settled by negotiation between them or other means of settlement.

2. If an agreement cannot be reached to settle a dispute, in accordance with paragraph 1 of this Article, the Contracting Parties concerned may submit the case to an arbitration tribunal. Each Contracting Party concerned shall appoint an arbitrator. The Administrative Committee itself shall appoint the chairman of the arbitration tribunal.

3. The arbitrator's decisions shall be taken by majority vote.

4. The decision of the arbitration tribunal established under the provisions of paragraph 2 above shall be binding on the Parties to the dispute.

5. The arbitration tribunal shall determine its own rules of procedure.

6. Any controversy which may arise between the Parties to the dispute as regards the interpretation and execution of the decision may be submitted by any of the Parties for judgment to the arbitration tribunal which made the decision.

7. None of the provisions of this Agreement exclude the rights of the Contracting Parties' in litigation, who are also Members of the General Agreement on the trade of services (GATS) to seize the Dispute Settlement Body (DSB) envisaged by GATS when at least one of these Parties refuses the use of the arbitration mentioned above.

[...]

## **Article 27**

### **Annexes**

1. The annexes to this Agreement shall constitute an integral part thereto.

2. New annexes can be added to this Agreement in accordance with the procedure laid out in Article [33] hereafter

[...]

## **Chapter VII**

### **Final provisions**

## **Article 28**

### **Signature, ratification, accession**

1. This Agreement, deposited with the Secretary General of the United Nations, shall be open for signature as of [...] and shall remain open for signature until its entry into force. Thereafter, it shall be open for their accession.

2. All States which are Members of the United Nations or members of any of the specialized agencies or of the International Atomic Energy Agency or Parties to the Statute



of the International Court of Justice, and other State invited by the General Assembly of the United Nations may become Contracting Parties to the present Agreement by:

- (a) signing it without reservation of ratification, acceptance or approval;
- (b) depositing an instrument of ratification, acceptance or approval after signing it subject to ratification, acceptance or approval; or
- (c) depositing an instrument of accession.

3. Customs or economic unions may, together with all their Member States or at any time after all their Member States have become Contracting Parties to this Agreement, also become Contracting Parties to this Agreement in accordance with the provisions of paragraphs 1 and 2 of this Article. However, these unions shall not have the right to vote.

4. The instruments of ratification, acceptance, approval or accession shall be deposited with the Secretary General of the United Nations.

[...]

## **Article 29**

### **Entry into force**

1. This Agreement shall enter into force on the ninetieth day after five of the countries or organisations of regional economic integration referred to in Article [28] of this Agreement have deposited their instrument of ratification, acceptance, approval, or accession.

2. For any State or organisation of economic integration ratifying or acceding to the Agreement after five countries have deposited their instruments of ratification, acceptance, approval or accession, this Agreement shall enter into force on the 24th day after the said State or organisation has deposited its instrument of ratification, acceptance, approval, or accession

3. When becoming a Contracting Party, each organisation of regional economic integration must indicate, for the fields relevant to its competence, if its Member States have delegated powers in the fields cited by this Agreement, including those which limit decisions in their connection

4. Organisations of regional economic integration which are Contracting Parties cease to be when they lose the powers which were delegated to them in accordance with the previous indent of the present paragraph and duly inform the Secretary General.

[...]

## **Article 30**

### **Denunciation**

1. Any Contracting Party may withdraw from this Agreement by notification addressed to the Secretary General of the United Nations.

2. The denunciation shall take effect 12 months after the date of receipt by the Secretary General of the notification of denunciation.

3. Any State which is part of an organisation of regional economic integration which ceases to be part of that organisation shall also cease to be a Contracting party of the Agreement on the same date.

[...]

### **Article 31**

#### **Repeal**

If, after the entry into force of this Agreement, the number of Contracting Parties is reduced, as a result of denunciations, to less than five, the Agreement shall cease to be in force from the date of which the last denunciations takes effect.

[...]

### **Article 32**

#### **Reservations**

**No reservation to this Agreement shall be permitted.**

[...]

### **Article 33**

#### **Amendments**

1. Once it has entered in force, the present Agreement can be amended according to the procedure defined in the present article.

2. Any proposal for amendment to the present Agreement introduced by a Contracting Party shall be subject to review by the Administrative Committee for examination and decision.

3. Parties to the present Agreement shall make all possible efforts to reach a general agreement. The proposal of an amendment adopted by general agreement will be submitted, by the Secretariat of the Economic Commission for Europe of the United Nations, to the Secretary General who will declare it for approval to all Contracting Parties to this Agreement, as well as to the signatory States.

4. Within nine months from the date of the notification to the Parties by the Secretary General of the amendment proposal, Contracting Parties may inform the Secretary General of any objections they may have to the proposed amendment.

5. The proposed amendment shall be considered to be accepted if, at the end of the nine-month deadline for objections cited in the previous paragraph, no objections have been notified by the Contracting Parties to this Agreement. If an objection is raised, the proposed amendment shall not take effect.

6. In case a country has become a Contracting Party to this Agreement between the time of the notification of a proposed amendment and the expiry of the nine-month deadline cited in paragraph 4 of this Article, the Secretariat of the Working Party on Road Transport of the Economic Commission for Europe will promptly notify the new Contracting Party of the proposed amendment. The new Contracting Party may, before the expiry of the nine-month deadline, notify his objection to the proposed amendment to the Secretary General.

7. The Secretary General will promptly notify all Contracting Parties to this Agreement of the objections formulated, in implementation of paragraphs 4 et 6 of this Article, as well as any amendments accepted in accordance with paragraph 5 above.

8. Any amendment deemed to be accepted shall enter into force six months after the date of its notification by the Secretary General to the Contracting Parties

[...]

**Article 34****Convening a diplomatic conference**

1. After the entry into force of this Agreement, any Contracting Party may, by notification to the Secretary General of the United Nations, request that a conference be convened for the purpose of reviewing the Agreement. The Secretary General shall notify all Contracting Parties of this request and a review conference shall be convened if, within a period of four months following the date of notification by the Secretary General, not less than one-fourth of the Contracting Parties notify him of their concurrence with the request.

2. If a conference is convened in accordance with the preceding paragraph, the Secretary General shall notify all the Contracting Parties and invite them to submit, within a period of three months, such proposals as they may wish the Conference to consider. The Secretary General shall circulate to all Contracting Parties the provisional agenda for the conference together with the texts of such proposals at least three months before the date on which the conference is to meet.

3. If a conference is convened in accordance with the preceding paragraph, the Secretary General shall notify all the Contracting Parties and invite them to submit, within a period of three months, such proposals as they may wish the Conference to consider. The Secretary General shall circulate to all Contracting Parties the provisional agenda for the conference together with the texts of such proposals at least three months before the date on which the conference is to meet.

4. The Secretary General shall invite to any conference convened in accordance with this article all States and organisations cited in Article [28] of this Agreement.

[...]

**Article 35****Notification of States**

In addition to the notifications envisaged in Articles [33] and [34], the Secretary General of the United Nations shall notify the States and organisations cited in Article [28] above about:

- (a) Ratifications and accessions under article [28];
- (b) The dates of entry into force of this Agreement in accordance with article [29];
- (c) Denunciations under article [30];
- (d) Repeal of this Agreement in accordance with article [31].

[...]

**Article 36****Depositary**

The original of this Agreement shall be deposited with the Secretary General of the United Nations who shall transmit certified true copies to each of the States and organisations cited in Article [28] of this Agreement.

DONE at Geneva, [...], in a single copy, in English, French and Russian languages, all three texts are equally authentic.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Agreement.

## ANNEX I

### Cover page

(White paper A4)

To be worded as appropriate in English, French or one of the official languages of the Contracting Party issuing the authorization

Application<sup>1</sup>

To start a regular service

To start a special regular service<sup>2</sup>

To renew authorization for a service

carried out by coach and bus between Contracting Parties in accordance with UNECE Agreement [...]

to: .....

(competent Authorizing authority)

1. Name and first name or trade of the applicant and, where appropriate, of the managing operator in the case of an association (pool):

.....  
.....

2. Service(s) carried out (1)

by an undertaking  as a member of an association (pool)

3. Names and addresses of the operator, associated operator(s) or subcontractor(s) <sup>34</sup>

3.1. .... tel. ....

3.2. .... tel. ....

3.3. .... tel. ....

3.4. .... tel. ....

(Second page of the application for authorization or for renewal of authorization)

4. In the case of a special regular service:

4.1. Category of passengers: .....

---

<sup>1</sup> Tick or complete as appropriate.

<sup>2</sup> Special regular services not covered by a contract between the organiser and the carrier.

<sup>3</sup> Indicate in each case whether a member of an association or a subcontractor is concerned.

<sup>4</sup> Attach list if applicable.

5. Duration of authorization requested or date on which the service ends:

.....  
.....  
.....

6. Principal route of service (underline passenger pick-up and set-down points, with full addresses):

.....  
.....  
.....

7. Period of operation:

.....  
.....  
.....

8. Frequency (daily, weekly, etc.): .....

9. Enclose a driving schedule to permit verification of compliance with the international, European Community and/or, if relevant, national rules on driving time and rest time periods.

10. Number of Authorizations or of certified true copies of Authorizations requested (1):

.....

12. Any additional information:

.....  
.....

13.....

(Place and date)

(Signature of applicant)

.....

(1) The attention of the applicant is drawn to the fact that, since the authorization or its certified true copy has to be kept on board the vehicle, the number of Authorizations or certified true copies which the applicant must have should correspond to the number of vehicles needed for carrying out the service requested at the same time.

(Third page of the application for authorization or for renewal of authorization)

Important notice

1. The following must be attached to the application, as appropriate:
  - (a) the timetable;
  - (b) a certified true copy of the operator's (or operators') licence(s) for the international carriage of passengers by road for hire or reward provided for according to national legislation;
  - (c) information concerning the type and volume of the service that the applicant plans to provide in the case of a new service, or that has been provided in the case of renewal of an authorization;
  - (d) a map on an appropriate scale on which are marked the route and the stopping points at which passengers are to be taken up or set down;
  - (e) a driving schedule to permit verification of compliance with the relevant legislation on driving and rest periods;
  - (f) any appropriate information concerning terminals.
2. Applicants shall provide any additional information in support of their application which they consider relevant or which is requested by the issuing authority.
3. Article [5] of UNECE Agreement ... states that the following services are subject to authorization:
  - (a) regular services, ...;
  - (b) special regular services ...Special regular services shall include:
  - (i) the carriage of workers between home and work;
  - (ii) carriage to and from the educational institution for school pupils and students.
4. The fact that a special service may be varied according to the needs of users shall not affect its classification as a special regular service.
5. The application shall be made to the competent authority of the Contracting Party from which the service departs, namely one of the service termini.
6. The maximum period of validity of the authorization is five years.

**ANNEX II**

(First page of the authorization)

(Pink paper A4)

To be worded in English or French [and] in one of the official languages of the Contracting Party issuing the authorization

Issuing state Competent authority

International distinguishing sign<sup>1</sup> .....

Authorization No . . . .

for a regular service<sup>2</sup>

for a special regular service

by coach and bus between Contracting Parties of the UNECE Agreement ...

to: .....

(Surname, first name or trade name of operator or of the managing operator in the case of an association of undertakings (pool))

.....

Address: ..... Tel. and fax [and e-mails]: .....

Name, address, telephone, fax numbers [and e-mails] of associates or members of the association of undertakings (pool), and/or subcontractors:

(1) .....

(2) .....

(3) .....

(4) .....

(5) .....

List attached, if appropriate.

Expiry date of authorization: .....

(Place and date of issue)

(Signature and stamp of the issuing authority or agency)

(Second page of authorization No .....

1. Route:

<sup>1</sup> Contracting Parties' distinctive signs

<sup>2</sup> Delete as appropriate

(a) Place of departure of service: .....

(b) Place of destination of service: .....

(c) Principal itinerary, with passenger pick-up and set-down points underlined: .....

.....

.....

.....

2. Periods of operation: .....

.....

3. Frequency: .....

4. Timetable: .....

5. Special regular service:

(a) Category of passengers: .....

6. Other conditions or special points (e.g. authorized for cabotage, operating under parity conditions etc):

.....

.....

.....

.....

.....

.....

.....

(Stamp of authority issuing the authorization)

(Third page of the authorization)



To be worded in English or French [and] in one of the official languages of the Contracting Party issuing the authorization

Important notice

1. This authorization is valid for the entire journey. It may not be used except by a party whose name is indicated thereon.
2. The authorization or a true copy certified by the issuing authority shall be kept on the vehicle for the duration of the journey and shall be presented to enforcement officials on request.

**[ANNEX III] no agreement reached on whether to keep or delete it**

**List of passengers**

<i>Carrier Name</i>	<i>Place of Departure</i>		<i>Date of Departure</i>	
Carrier Address	Place of Arrival		Departure Time	
	1st Driver		Expected Arrival Time	
	2nd Driver		Vehicle Registration	
	3rd Driver		Telephone No.	

	<i>Passenger Name</i>	<i>Taken up in</i>	<i>Set down in</i>	<i>Identity document</i>	<i>Ticket No.</i>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
No show					

**Schedule passengers taken up and set down at predetermined stopping points**

<i>Stopping Points</i>	<i>Date</i>	<i>Time</i>	<i>No. of Passengers taken up</i>	<i>No. of passengers set down</i>
Driver's Remarks:				
Emergency Phone No.	Holder of Authorization:		Carrier:	

## ANNEX IV

List of most serious infringements as referred in Article [20], which may lead to the withdrawal of the authorization for an international regular line:

1. Exceeding the maximum six-day or fortnightly driving time limits by margins of 25 per cent or more.
  2. Exceeding, during a daily working period, the maximum daily driving time limit by a margin of 50 per cent or more without taking a break or an uninterrupted rest period of at least 4.5 hours.
  3. No tachograph and/or speed limiter fitted or use of a fraudulent device able to modify the records of the recording equipment and/or the speed limiter or falsification of [...] record sheets or data's downloaded from the tachograph and/or the driver card.
  4. Driving without a valid roadworthiness test and/or very serious deficiency of inter alia braking system, steering linkages, wheels/tyres, suspension or chassis that would [...] create an immediate risk to road safety that leads to a decision to the immobilisation of the vehicle.
  5. Carriage of passengers without holding a valid Driving Licence or made by an undertaking which is not holder of a valid operator's Licence.
  6. Carriage of passengers without holding a valid authorization for an international regular line.
- [...]

## ANNEX V

### **Road safety and exhaust emission-related random inspections**

1. In order to carry out the technical inspection provided for in this Annex, competent authorities of Contracting Parties may check the items provided for in Annex 5a. In doing so, they shall use the checklist included in Annex 5b below. A copy of the checklist provided for in Annex 5b below, drawn up by the authority which carried it out, shall be given to the driver of the bus or coach and presented on request in order to simplify or avoid, where possible, subsequent inspections within a short and unreasonable period.
2. In exceptional cases, in particular if the inspection officer considers that the deficiency in the maintenance of the bus or coach is of such importance that it justifies further examination, the bus or coach may be subjected to a roadworthiness test at an approved testing centre.
3. Without prejudice to other penalties which may be imposed, if the consequence of the random inspection is that the bus or coach is considered to present a serious risk to its occupants or other road users, the bus or coach may be banned immediately from use on public roads.
4. Random inspections shall be carried out without discrimination on the grounds of nationality, residence or registration of buses and coaches and drivers respectively, and to the extent possible at the passenger terminals to avoid disruption of the transport operation and inconvenience to passengers.

## **ANNEX V a**

### **Items to be checked during random inspections**

1. Buses and coaches as defined in Article 1 of this Agreement shall be maintained in such a condition that they can be deemed as roadworthy by the inspection authorities.
2. The items that may be inspected during inspections will include those that are considered to be important for the safe and clean operation of the bus or coach. Apart from simple functional checks, such as lighting, signalling, tyre condition, etc., specific inspections may be carried out on the vehicle's brakes and the motor vehicle's emissions in the following manner:

#### **A. Brakes**

1. Every part of the braking system and its means of operation shall be maintained in good and efficient working order and be properly adjusted.
2. The bus or coach's brakes shall be capable of performing the following three braking functions:
  - (a) for buses and coaches and their trailers and semi-trailers, a service brake capable of slowing down the vehicle and of stopping it safely, rapidly and efficiently, whatever its conditions of loading and whatever the upward or downward gradient of the road on which it is moving;
  - (b) for buses and coaches and their trailers and semi-trailers, a parking brake capable of holding the bus or coach stationary, whatever its condition of loading, on a noticeable upward or downward gradient, the operative surfaces of the brake being held in the braking position by a device whose action is purely mechanical;
  - (c) for buses and coaches, a secondary (emergency ) brake capable of slowing down and stopping the bus or coach, whatever its condition of loading, within a reasonable distance, even in the event of failure of the service brake.
  - (d) In exceptional cases, where the maintenance condition of the bus or coach is in serious doubt, the inspection authorities may carry out a test of the bus' or coach's braking performance.

#### **B. Exhaust emissions**

- (i) Exhaust emission
- (ii) Buses and coaches equipped with positive-ignition (petrol) engines
- (iii) Where the exhaust emissions are not controlled by an advanced emission control system such as a three-way catalytic converter which is lambda-probe controlled:
  1. Visual inspection of the exhaust system in order to check that there is no leakage;
  2. If appropriate, visual inspection of the emission control system in order to check that the required equipment has been fitted.

3. (After a reasonable period of engine conditioning (taking account of the bus or coach manufacturer's recommendations) the carbon monoxide (CO) content of the exhaust gases is measured when the engine is idling (empty).
4. The maximum permissible CO content in the exhaust gases is that stated by the bus or coach manufacturer.
5. Where this information is not available or where Contracting Parties' competent authorities decide not to use it as a reference value, the CO content must not exceed the following:
  - (a) CO - (...) % vol,]

**C. Where the exhaust emissions are controlled by an advanced emission control system such as a three-way catalytic converter which is lambda-probe controlled:**

1. Visual inspection of the exhaust system in order to check that there are no leakages and that all parts are complete;
2. Visual inspection of the emission control system in order to check that the required equipment has been fitted;
3. Determination of the efficiency of the bus or coach's emission control system by measuring the lambda value and the CO content of the exhaust gases in accordance with Section 4 below or with the procedures proposed by the manufacturers and approved at the time of type-approval. For each of the tests, the engine is conditioned in accordance with the bus or coach manufacturer's recommendations;
4. Exhaust pipe emissions - limit values:
5. Measurement at engine idling speed: the maximum permissible CO content in the exhaust gases is that stated by the bus or coach manufacturer.
6. Where this information is not available, the maximum CO content must not exceed [...] % vol
7. Measurement at high idle speed, engine speed to be at least 2 000 min<sup>-1</sup>:
  - (a) CO content: maximum [...] % vol
  - (b) lambda:  $1 \pm 0,03$  in accordance with the manufacturer's specifications.

**D. Buses and coaches equipped with compression ignition (diesel) engines**

1. Measurement of exhaust gas opacity with free acceleration (no load from idling up to cut-off speed). The level of concentration must not exceed the limit values of the coefficient of absorption are as follows:
2. Maximum coefficient of absorption for:
  - (a) naturally aspirated diesel engines = [...] m<sup>-1</sup>,
  - (b) turbo-charged diesel engines = [...] m<sup>-1</sup>

or equivalent values where use is made of equipment of a type different from that used for EU type-approval.

**E. Test equipment**

Buses' and coaches' emissions are tested using equipment designed to establish accurately whether the limit values prescribed or indicated by the manufacturer have been complied with.

**F. Where appropriate, a check on the correct functioning of the on-board diagnostic (OBD) emission monitoring system.**



## ANNEX V b

### Checklist

1. Place of check:
2. Date:
3. Time:
4. Vehicle nationality mark and registration plate number:
5. Class of vehicle:
6. Carrier's address:
7. Nationality of the carrier:
8. Driver(s):
9. Place of departure:
10. Place of final destination:
11. Reason for failure:
  - (a) Braking system and components
  - (b) Steering linkages
  - (c) Lamps, lighting and signalling devices
  - (d) Wheels/hubs/tyres
  - (e) Exhaust system
  - (f) Smoke opacity (diesel)
  - (g) Gaseous emissions (petrol)
12. Remarks:
13. Authority/officer having carried out the inspection:
14. Results of inspection:
  - (a) Pass
  - (b) Passed with minor defects
  - (c) Serious defects
  - (d) Immediate ban

Signature of inspector:

Note: Random inspections shall be carried out without discrimination on the grounds of nationality, residence or registration of buses and coaches and drivers respectively, and, to the extent possible, at the passenger terminals to avoid disruption of the transport operation and inconvenience to passengers.

## ANNEX VI

### **Composition, functions and rules of procedure of the Administrative Committee**

1. The Contracting Parties shall be members of the Administrative Committee.
2. Any specialised agency and any organisation, including intergovernmental organisations and non-governmental organisations, that have been granted consultative status by the Economic and Social Commission of the United Nations, may participate in that capacity in the deliberations of the Administrative Committee and its working groups during consideration of any matter of particular concern to that agency or organisation.
3. The Committee may decide that the competent administration of States referred to in Article [28] of this Agreement which are not Contracting Parties may for questions which interest them, attend the sessions of the Committee as observers.
4. The Committee shall consider any proposed amendment to the Agreement in accordance with Article [33] paragraph 2.
5. The Committee shall fill the tasks of which it is question in Article [4], paragraph 5, Article [8] paragraph 13, Article [20], paragraph 2, Article [25], Article [26], paragraph 2.
6. On the basis of the information provided by the Contracting Parties, the Committee shall draw up a list of competent authorities of the Contracting Parties responsible for the tasks of this Agreement, as well as the contact information points responsible for providing information to carriers.
7. The Committee shall coordinate and foster the exchange of intelligence and other information among competent authorities of Contracting Parties.
8. The Committee shall also monitor the application of the Agreement and shall examine any measure taken by Contracting Parties under the Agreement and their conformity therewith.
9. In order to facilitate the uniform application and interpretation of this Agreement, the Committee may adopt Explanatory Notes or Comments.
10. Explanatory Notes:
  - (a) shall interpret certain provisions of this Agreement and of its Annexes. They also describe certain recommended practices.
  - (b) do not modify the provisions of this Agreement or its Annexes but merely make their contents, meaning and scope more precise;
  - (c) provide a means of applying the provisions of this Agreement and of its Annexes so as to take into account the development of technology and economic requirements.
11. To be binding for Contracting Parties of this Agreement, the Explanatory Notes adopted by Committee have to follow the procedure prescribed in Article [33] of this Agreement.
12. Comments are not legally binding for Contracting Parties of this Agreement. They are, however, important for the interpretation, harmonization and application of the Agreement as they reflect the opinion of the Administrative Committee for this Agreement.
13. The Committee may also:

(a) establish, should the need arise, a common form of the passenger ticket referred to in Article [12.4];

(b) amend and/or adapt the models of documents established in the annexes of this Agreement;

(c) facilitate the settlement of disputes which may arise over the application or interpretation of this Agreement without prejudice to Article [26] on the settlement of disputes;

(d) recommend further steps towards the facilitation and liberalisation of those regular services, subject to authorization.

14. The Contracting Parties shall take the measures necessary to enforce any decisions adopted by the Administrative Committee in accordance with this Agreement.

15. The Secretary General of the United Nations shall provide the Committee with secretariat services.

16. The Committee shall meet for the first time within six months of the entry into force of this Agreement.

17. The Committee shall, at its first session each year, elect a chairman and a vice-chairman.

18. The Secretary General of the United Nations shall convene, under the auspices of the United Nations Economic Commission for Europe, the Committee annually and also at the request of the competent administrations of at least [...] States which are a Contracting Parties.

19. Proposals shall be put to the vote. Each State which is a Contracting Party represented at the session shall have one vote. Proposals other than amendments to this Agreement shall be adopted by the Committee by a majority of those present and voting. Amendments to this Agreement shall be adopted by a two-thirds majority of those present and voting.

20. A quorum consisting of not less than one third of the States which are Contracting Parties is required for the purposes of taking decisions.

21. Before the closure of its session, the Committee shall adopt its report.

22. In the absence of the relevant provisions in this Annex, the Rules of Procedure of the United Nations Economic Commission for Europe shall be applicable unless the Committee decides otherwise.

## **Explanatory note**

To the IRU proposal for a multilateral agreement on the international regular transport of passengers by coach and BUS (OmniBUS)

### **Chapter I – Definitions and scope**

#### **Article 1**

##### **Definitions**

Definitions provided in this article are designed to promote common understanding and facilitate harmonised implementation and enforcement of the provisions of this Agreement.

Their main sources are: the UNECE Consolidated Resolution on the Facilitation of International Road Transport (R.E.4) of 30 April 2004 and the Interbus Agreement on the international occasional carriage of passengers by coach and bus. The existing EU rules and the currently debated proposal (first reading almost completed) for the EU Regulation on common rules for the international carriage of passengers by coach and bus have also been considered and used.

The Agreement specifies that carriers must be authorized to carry out international road passenger services, in accordance with national laws and regulations in force.

Vehicles carrying less than nine persons have been excluded from the scope of this Agreement, mainly following the logic of the UNECE Vienna Conventions on Road Traffic of 1949 and 1968.

#### **Article 2**

##### **Scope**

Since this Agreement aims at facilitating international road transport, it applies exclusively to international regular road transport services.

For reasons of clarity and fair competition, own account transport has been excluded from the scope of this Agreement.

For similar reasons (potential conflict with prevailing quantitative restrictions and regimes in international freight transport by road), the idea of allowing, under this Agreement, the transport of limited quantity of goods for commercial purposes, such as postal parcels, was also abandoned.

Bearing in mind both GATS and EU provisions, it was considered appropriate to allow cabotage operations in the course of a regular international service, provided that cabotage is not the principal purpose of this service, with the exception of transport services meeting the needs of an urban centre or conurbation, or transport needs between it and the surrounding areas. However, unlike EU rules, several experts argued strongly in favour of introducing a percentage ceiling for cabotage, i.e. 25% of the vehicle seat capacity. Indeed, the main reason behind the proposed List of passengers (waybill) in Annex 3 is to permit control of cabotage operations.

#### **Article 3**

##### **General principles**

The text of this article is based on the Marrakech Agreements (GATT and GATS), which are binding for Member countries of the World Trade Organisation (WTO). The main

objective is to guarantee non discrimination by ensuring the respect of the most-favoured nation (MFN) and national treatment principles.

#### **Article 4**

##### **Transparency**

The text of this article is also based on the Marrakech Agreements (GATT and GATS) which are binding for WTO Members.

However, the wording is made Agreement-specific, whilst also requesting (paragraph 5) the relevant administrative bodies to regularly publish basic information on international regular lines for use by the control authorities and the travelling public at large. It is expected that the public availability of such information will efficiently address the problem of unfair competition with bogus regular lines, whilst improving safety and customer satisfaction.

## **Chapter II – Access to the market and authorizations**

The bulk of the provisions in this key Chapter are based on the provisions of the existing bilateral agreements and, for the most part, on the relevant European Union (current and future) rules for the international carriage of passengers by coach and bus.

#### **Article 5**

##### **Principles**

The provisions of this article specify the need for an authorization to carry out an international regular service. A single authorization replaces the current multitude of Authorizations issued within the framework of the current bilateral agreements.

In the case of special regular services, the contract between the organiser and the carrier can also be used instead.

A common form of the authorization is also proposed (Annex 2). The form follows closely the existing EU model as per Commission Regulation 2121/98.

A limited freedom for cabotage operations is also foreseen. Cabotage operations are subject to the conditions (Article 13) of the country where the cabotage operation is performed, and are conditioned by the fact that it is not the principal purpose of this service, meaning that they should not exceed a percentage of the seat capacity of the vehicle (25 per cent is proposed as a reference value).

#### **Article 6**

##### **Authorization application and granting procedure**

Since no similar rules exist at international level, the wording of this Article closely follows the wording of the respective EU (current and future) provisions, including the newly introduced provision (practically accepted by the European Parliament and the Council in first reading) which only requires the agreement of those Contracting Parties in whose territories passengers are picked up or set down.

In parallel, a common form for the operators' application to exploit an international regular line is also proposed (Annex 1). The form follows closely the existing EU model as per Commission Regulation 2121/98.

All undertakings established in a Contracting Party and authorized to carry passengers in accordance with the relevant national laws and provisions can apply to operate an international regular service. In line with the prevailing current practice, one logical

restriction has been included, namely, that those international regular services must be operated by undertakings established in the country of departure or arrival.

Again, following the GATS provisions (Article 1), the current limitative obligation in most bilateral agreements to jointly exploit regular lines has been transformed into a possibility for Contracting Parties to facilitate cooperation between operators.

#### **Articles 7, 8, 9 and 10: Nature of authorization, authorizing procedure and renewal**

These Articles represent the core of the proposal, since they establish a full common procedure on applying, consulting and issuing/refusing Authorizations.

The principle novelty compared to bilateral agreements is the introduction (following the EU practice) of a single authorization, issued by one single Authorizing authority (of the Contracting Party on whose territory the point of departure and/or destination is situated), for the entire regular service, under a single procedure (model of common application provided in Annex 1).

Carriers are authorized to employ subcontractors or to associate themselves for the purpose of operating together an international regular line.

The proposed period of validity of the authorization (up to 5 years) mirrors the provisions of the UNECE Resolution R.E. 4 and EU provisions.

Authorizations are issued in agreement with the authorities of all the Contracting Parties in whose territories passengers are picked up or set down. A consultative power is given to national authorities of the Contracting Countries transited without passengers being picked up or set down.

The procedure establishes time-limits for consulted Contracting Parties to respond (two months) and a precise list of reasons, based on which an application can be refused. The Article ensures the possibility for undertakings to make representations in the event of refusal.

Before issuing the authorization, the competent authority may perform a check at the premises of the undertaking, to ensure that it actually meets the relevant provisions regarding access to profession.

Disputes can be settled by negotiation between Contracting Parties. A more elaborate dispute settlement arbitration procedure is also foreseen (Article 26), including the possibility for the Contracting Parties in litigation to seize the Dispute Settlement Body (DSB) envisaged by GATS.

### **Chapter III – Rights and obligations**

#### **Article 11**

##### **Controls**

The Article establishes a clear list of control documents (originals or their certified true copies), whilst, at the same time, describing the powers of inspecting officers.

#### **Article 12**

##### **Obligations of carriers**

This Article lists a carrier's obligations. To improve further harmonisation, it is proposed that certified true copies, issued by competent authorities of the Contracting Parties, conform to the models of documents provided in the annexes of the Agreement, with the indication "certified true copy".

Since the UNECE Convention on the contract for the international carriage of passengers and luggage by road (CVR) deals also with many issues covered by this Agreement, by complementing or clarifying them, it might also be useful to address and elaborate on the link between both instruments.

### **Article 13**

#### **Conditions applicable to cabotage operations**

The Article essentially takes over the bulk of the EU (current and future) provisions on this issue.

## **Chapter IV – Safety and environmental provisions**

### **Article 14**

#### **Technical conditions applying to vehicles**

It is proposed that the technical conditions applicable to buses and coaches used to carry out the international regular services are those of the UNECE Conventions on Road Traffic of 19 September 1949 and of 8 November 1968, in particular Article 3, paragraph 2a, Article 39, paragraph 1 and Annex 5, of the latter.

Bearing in mind the need to simplify and harmonise random checks, it is proposed, on the basis of Annex 5 of the Vienna Convention of 1968 and of Annex 2 of the Interbus Agreement, to elaborate a list of items that may be checked and a standard control checklist to be issued to drivers by the inspection officers, to avoid multiplication of further similar checks.

Importantly, it is proposed that random checks are carried out at terminals, in order to minimize disruption of operation and inconvenience to passengers.

## **Chapter V – Provisions related to service quality and facilitation**

### **Article 15**

#### **Service quality and comfort**

To guarantee fair competition and to ensure comparable levels of service quality to customers, buses and coaches assigned to the service of an international regular line should offer passengers comparable service quality and comfort of vehicles. Several comfort and quality systems exist at national level. At international level, the IRU international star classification system for coaches has been introduced on a mandatory level in several UNECE Member States. These can contribute to achieving the objectives of this Article.

A reference to terminals has also been included, in order to guarantee the quality of service to customers in terms of sanitary facilities, rest and eating places, and adequate means of telecommunication.

### **Article 16**

#### **Facilitation of visa procedures for professional drivers**

Although worded in a very general manner to take into account the various competences in this field, this Article, based on the latest provisions (in force since 27 May 2008) of the UNECE international convention on the harmonisation of frontier control of goods of 21 October 1982, permits the progressive improvement of the situation, including by promoting a structured exchange of best practices between authorities.

#### **Article 17**

##### **Customs and other relevant fiscal provisions**

The wording of this Article is entirely based on the Interbus Agreement.

#### **Article 18**

##### **Frontier crossing**

The wording of this text is inspired by the UNECE international convention on the harmonisation of frontier controls of goods of 21 October 1982.

#### **Article 19**

##### **Reporting mechanism**

The wording of this text is also based on the UNECE international convention on the harmonisation of frontier controls of goods of 21 October 1982.

### **Chapter VI – Transitional provisions and implementation**

#### **Articles 20 and 21: Penalties, sanctioning and mutual assistance**

The bulk of the wording of these Articles is based on the provisions and practices of the bilateral agreements and, again for the most part, on the mechanisms developed within the EU.

They seek to establish clear rules and a joint mechanism to inform about and impose sanctions, up to the withdrawal of the authorization.

Again, the results of the current EU debate on market access and access to profession in road transport are behind the proposal to establish a clear common reference for all Contracting Parties for the most serious infringements (Annex 4), which can lead to the withdrawal of the authorization. It is further proposed that a list of serious infringements is elaborated by Contracting Parties within the framework of the Administrative Committee, to serve as a common reference to national control and enforcement bodies.

Contracting Parties are also requested to guarantee the right of appeal of the transport operator.

#### **Article 22**

##### **Administrative Committee**

An Administrative Committee composed of all the Contracting Parties is to be established to manage the Agreement. Detail provisions on its composition, functions and rules of procedure are set out in Annex 6. These follow already established practices in other UNECE instruments.

The administrative Committee shall establish a list of serious infringements. It may adopt explanatory notes or comments, and it may also amend or adapt models of documents provided in the annexes, and establish a common form of the passenger ticket.

Specialised agency and any organisation, including intergovernmental organisations and non-governmental organisations, that have been granted consultative status by the Economic and Social Commission of the United Nations, may participate in that capacity in the deliberations of the Administrative Committee and its working groups.



## **Chapter VII – Final provisions**

**Articles 28-36 take over wording and provisions used in similar international instruments.**

## ANNEXES

Annex 1: The common application form to start a (special) international regular service is based on the existing EU model as per Commission Regulation 2121/98.

Annex 2: The common form of the authorization to carry out a (special) international regular service is also based on the existing EU model as per Commission Regulation 2121/98.

Annex 3: The Common form of the passengers' list was elaborated on the basis of similar forms, which are currently in use by carriers in international regular service.

Annex 4: The proposed list of most serious infringements follows the wording of the similar list, which has been debated (and practically almost agreed between the European Parliament and the Council in first reading) within the EU.

Annex: 5: The proposed common list of items to be checked at terminals during random inspections and the common Checklist, to be issued and signed by the inspection officer, follow closely the provisions of the UNECE Vienna Convention on Road Traffic of 8 November 1968, and in particular its Annex 5, and the Interbus Agreement and its Annex 2.

Annex 6: The provisions on the composition, functions and rules of procedure of the Administrative Committee follow already established practices in other similar UNECE instruments.

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