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

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

Submitted by Switzerland

Preamble

This document contains the text of the “Proposal for a global multilateral agreement on the international regular transport of passengers by coach and bus (OmniBus)” submitted by the Government of Switzerland to the UNECE secretariat in a letter dated 21 December 2012. According to the decision adopted at the 107th session of the Working Party on Road Transport (SC.1), the secretariat submitted the text for translation into UNECE official languages, circulated the translated text and scheduled a three day session to finalize the proposed agreement (10-12 July 2013 in Geneva).

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:

1. "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.
 2. "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.
 3. "Undertaking" means any natural or legal person engaged in the transport of passengers, in accordance with the national laws and regulations in force.
 4. "Carrier", ("operator", "subcontractor") 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.
 5. "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;
 6. "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.
 7. "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.
 8. "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.
9. "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.

10. "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.

11. "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.

12. "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 country, which is not a Contracting Party, or vice versa, as well as the movement of an empty vehicle in connection with the aforesaid journey.

13. "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.

14. "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.

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

16. "Triangular transport operations" mean any transport of passengers from the territory of one Contracting Party to another Contracting Party or a country, which is not a Contracting Party, 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.

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

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

19. "Authorizing authority" means the competent authority of the Contracting Party on whose territory the carrier is established and 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».

20. "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, such as a waiting room, ticket office, toilets etc.

21. The “Administrative Committee” means the Committee created for the purpose of this agreement, as defined in Article [22] and Annex [VI].

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
 - 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 permitted by the national legislation of the host country and its competent authority, 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:
 - (a) triangular transport operations;
 - (b) occasional services;
 - (c) 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.

[Article 5 – new]

Admission to the occupation

1. Within two years after the entry into force of this Agreement, the Administrative Committee, created under Article [22] and Annex [VI], shall propose a dedicated new Annex recommending harmonised rules and conditions on admission to the occupation, as a basis for the development of national rules on admission to the occupation, to be applicable to bus and coach companies and their managers, carrying out services under the provisions of this Agreement.

2. These rules and conditions shall cover 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.

Chapter II

Access to the market and authorizations

Article 6

Principles

1. International regular services are subject to authorization. The authorization issued by the Authorizing authority, is based on the model shown in Annex [II] 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) is allowed under this Agreement, subject to the conditions specified in Article [2 paragraph3], Article

[8] and Article [13], provided that it is not the principal purpose of this service, and if they are permitted by the national legislation of the host country and its competent authority, and are specifically included in the authorization.

Article 7

Authorization application and granting procedure

1. An authorization for each international regular service shall be issued by the Authorizing authority in agreement with the competent authorities of all Contracting Parties in whose territories passengers are picked up or set down, as well as with the competent 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. In cases where international regular services are 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 8

Nature of authorization

1. The authorization shall be issued in the name of the carrier. It 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(s). In this case, the name of the latter undertaking(s) and its role as sub-contractor(s) shall be indicated in the authorization. The sub-contractor shall fulfil the conditions laid down in Article [1], paragraph 4, and Article 5. The Authorising authority issues the original of the authorisation to the managing operator. Certified true copies are issued by the Authorising authority and given to all sub-contractors operating under this authorization.
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. Certified true copies are issued by the Authorising authority and given to all other associated undertakings. 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 the authorization and including information on the period of operation and the frequency of the services, as well as the timings at the stops;

(d) the name of the transport operator(s) and, should the need arise, sub-contractors;

(e) special conditions, such as the right and conditions to carry out cabotage transport operations, the name of the operator working under parity partnerships, if any, etc.;

(f) the period of validity of the authorization.

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

Article 9

Authorizing procedure, suspension and withdrawal

[two options are submitted for paragraph 1]

Option 1

[1. The application for authorization shall be submitted by the carrier to the Authorizing authority of the country of establishment. This provision is applicable also in the case of partnerships concluded on a parity basis. In this latter case, only one application shall be submitted to the Authorising authority of the country of establishment of one of the [managing] partners of the partnership.]

Option 2

[1. The application for authorization shall be submitted by the carrier to the Authorizing authority of the country of establishment. This provision is applicable also in the case of partnerships concluded on a parity basis. In this latter case, only one application shall be submitted to the Authorising authority of the country of establishment of one of the [managing] partners of the partnership.

In this latter case, for the purpose of facilitating and speeding up the procedure, the non managing parity partner informs the competent authority of his country of establishment about their intention to open an international regular line, and, should the need arise, submits relevant documents.

Upon accession to this Agreement, Contracting Parties shall declare if they don't want to receive such information.]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 [I]. A special application form to carry out cabotage services within the framework of an international regular line, carried out under the provisions of this Agreement, shall be filled in by the applicant. Applications to carry out cabotage services shall conform to the model laid down in Annex Ia.

4. Transport operators shall fill in the application form and shall provide any further information requested by the Authorizing authority. The operator may provide any relevant additional information.
5. Should the need arise, and before taking the decision to issue the authorization, the competent authority may perform a check at the premises of the undertaking, to ensure that it actually meets the relevant national provisions regarding access to profession.
6. 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.
7. The competent authorities of the Contracting Parties whose agreement has been requested, including carrying out cabotage services, 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 Contracting Parties, 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 receipt 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 or repeated minor 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;
 - (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;
 - (e) in the case of an application for a renewal of an authorization, the conditions of authorization have not been complied with;
 - (f) a competent authority of 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 competent authority of 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;

(i) the applicant has supplied inaccurate information concerning the data which was required for the issuance of the authorization.

10. The authorization can be suspended or even withdrawn at any moment if the carrier(s) cease(s) to comply with national requirements concerning:

(a) insurance;

(b) access to the profession.

11. 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. However, in the interest of fair competition and the quality of the service, the Authorizing authority or the competent authority of the host countries, may recommend other schedule than those proposed in the application.

12. The authorisation to carry out cabotage transport operations 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 granted if they are permitted by the national legislation of the host country and with the consent of its competent authority. They shall be specifically included in the authorization. The fact that, in its reply, a host country does not grant permission to carry out cabotage services on its territory, shall not constitute a refusal to grant an authorisation for the relevant international line.

13. The competent authorities of all the Contracting Parties involved in the procedure to reach the agreement provided for in Article 7.1 may refuse applications only on the basis of reasons provided for in this Agreement.

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

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

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

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

18. If the procedure for reaching the agreement referred to in this Article does not enable the Authorizing authority to decide on an application, and without prejudice to the provisions of Article [26] of this Agreement, 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 10

Renewal and alteration of authorization

1. Article [9] 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 11

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

3. 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 12

Controls

1. The competent authorities of the relevant Contracting Parties 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 [6.2] above (original or its certified true copy),

(c) the transport ticket mentioned in article [13.4] below.

3. The list of passengers (waybill), as defined in Annex [III] of this Agreement, may be used as a control document if the relevant competent authorities agree on its use.

Article 13

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.

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 as a minimum:
 - (a) the 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, by the passenger, at the request of any authorized inspection officer.
6. The control documents referred to in Article [12.2] 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.
7. 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".
8. Carriers operating international passenger transport services 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 14

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 15

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 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 [V] 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.
4. Additional technical requirements applicable to vehicles carrying out services under the provisions of this agreement may be proposed by the Administrative Committee referred to in Article [22] and Annex [VI].

Chapter V

Provisions related to service quality and facilitation

Article 16

Service quality and comfort

1. The Authorizing authority may recommend to carriers operating international regular lines to comply with the provisions of existing international quality and comfort systems.
2. Bearing in mind existing international standards on the quality and comfort of vehicles, carriers operating the same service under the scope of this Agreement shall:
 - (a) take appropriate measures to ensure that the buses and coaches used for this service offer comparable levels of service quality and comfort for passengers;
 - (b) follow the rules and regulations regarding the quality of service and comfort of vehicles, to be developed and approved by the Administrative Committee.
3. The rights of passengers travelling on international regular lines, operating under the scope of this Agreement, shall be guaranteed, in line with the relevant legislation and agreements in force.

Article 17

Facilitation of visa procedures for professional drivers

[two options are presented:]

Option 1: [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.] or

Option 2: [delete article 16]

Article 18

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 value added tax on transport services and road tolls.
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 another 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 19

Frontier crossing points

In order to ensure that the required formalities at frontier crossing points are streamlined and accelerated, Contracting Parties shall provide, as far as possible, priority treatment to international bus and coach services and meet, to the extent 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.

Chapter VI

Transitional provisions and implementation

Article 20

Cooperation and penalties

1. Subject to the applicable provisions of the national legislation, the Authorising authority of the Contracting Party which has issued the authorization shall have the right to 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;
- (c) has supplied inaccurate information concerning the data which was required for the issuance of the authorization.

2. The Authorising authority shall immediately inform the competent authorities of the Contracting Parties concerned about the withdrawal of the authorisation.

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 [IV] 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 [IV] 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 sub-contracting 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. Contracting Parties shall guarantee the right of the transport operator to appeal against the administrative penalties imposed.

7. The Contracting Parties shall cooperate in enforcing the provisions of this Agreement.

Article 21

Sanctioning and information on infringements on the territory of 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 6 weeks of their final decision on the matter if any penalties have been imposed, 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 representatives of the Contracting Parties shall be established. Its composition, functions and rules of procedure are set out in Annex [VI].

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, or similar contractual entities, to adopt specific legislation concerning regular services 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 every second year, Contracting Parties shall communicate to the Administrative Committee the relevant information on international regular services covered by this Agreement by means of a standard reporting form, to be worked out and approved by the Administrative Committee.
2. The Administrative Committee shall 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, so far as possible, be settled by negotiation between them or by other means of settlement.
2. Any dispute between two or more Contracting Parties concerning the interpretation or application of this Agreement which cannot be settled by the means indicated in paragraph 1 of this article shall, at the request of one of them, be referred to an arbitration tribunal composed as follows: each party to the dispute shall appoint an arbitrator and these arbitrators shall appoint another arbitrator, who shall be chairman. If, three months after receipt of a request, one of the parties has failed to appoint an arbitrator or if the arbitrators have failed to elect the chairman, any of the parties may request the Secretary-General of the United Nations to appoint an arbitrator or the chairman of the arbitration tribunal.
3. The decision of the arbitration tribunal established under the provisions of paragraph 2 shall be final and binding on the parties to the dispute.
4. The arbitration tribunal shall determine its own rules of procedure.
5. The arbitration tribunal shall take its decisions by majority vote and on the basis of the treaties existing between the parties to the dispute and of general international law.
6. Any controversy which may arise between the parties to the dispute as regards the interpretation and execution of the award may be submitted by any of the parties for judgment to the arbitration tribunal which made the award.
7. Each party to the dispute shall bear the cost of its own appointed arbitrator and of its representatives in the arbitral proceedings; the cost of the chairman and the remaining costs shall be borne in equal parts by the parties to the dispute.

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

[Articles 28 to 30 will require a legal analysis in order to determine the most appropriate way to include/exclude ‘organisations of regional economic integration’, in the text of the Agreement, i.e. as a Contracting Party or not, and which with rights, including voting rights]

[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 [*Option 1*: for twelve months] or [*Option 2*: 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 customs or economic 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_(local).]

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. The proposal of an amendment adopted by the Administrative Committee will be submitted, by the Secretariat of the Economic Commission for Europe of the United Nations, to the Secretary General who will notify all Contracting Parties to this Agreement.

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 to 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 review 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. 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 Contracting Parties 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^{ORCA2}].

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 or French [and] in one of the official languages of the Contracting Party issuing the authorization

Application¹

To start a regular service

To start a special regular service²

To renew authorization for a service

To be 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 name of the applicant and, where appropriate, of the managing operator/carrier in the case of an association (pool):

.....

2. Service(s) to be carried out³

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

3. Names and addresses of the carrier, associated operator(s) or subcontractor(s)⁴

3.1. tel.

3.2. tel.

3.3. tel.

3.4. tel.

4. Service(s) to be carried out on a parity/reciprocity basis

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

5. In the case of a special regular service:

5.1. Category of passengers⁵: workers school pupils/students

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

.....

¹ Tick or complete as appropriate.

² Special regular services not covered by a contract between the organiser and the carrier.

³ Tick or complete as appropriate.

⁴ Attach list if applicable.

⁵ Tick or complete as appropriate.

.....
.....

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

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

8. Period of operation:

.....
.....

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

10. 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.

11. Number of Authorizations or of certified true copies of Authorizations requested⁷:

.....

12. Appendix to the application to carry out cabotage services⁸:

attached not attached. 13. Any additional information:

.....

(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, issued by the Authorising authority, 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 provided for according to national legislation;

⁶ The Authorising authority may request a full list of passenger pick-up and set-down points with full addresses to be attached separately to this application form.
⁷ Tick or complete as appropriate.
⁸ Tick or complete as appropriate.

(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;

(g) as appropriate, a specific application to carry out cabotage services, laid down in Annex Ia.

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 of establishment of the carrier, including in the case of services carried out on a parity basis, where only one application shall be submitted to the Authorising authority of the country of establishment of one of the [managing] partners of the partnership.

6. The maximum period of validity of the authorization is five years.

Annex Ia

(White paper A4)

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

Appendix to the application

to carry out cabotage services within the framework of an international regular line by bus and coach, under the scope of the UNECE Agreement...¹

.....
(Point of departure and final destination point of the international service)

Date:

To:

(competent Authorizing authority)

Name and first name or trade name of the applicant:

.....
.....

Country/countries on whose territory(-ies) an authorisation to carry out cabotage services is/are requested:

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

List of pick-up and set-down points, with full addresses (country by country):

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

(Place and date)

(Signature of applicant)

.....

Annex III

Model list of passengers

(may be used as a control document if the relevant competent authorities agree accordingly)

<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	
Telephone No.		3rd Driver			
	<i>Passenger Family Name and Name</i>	<i>Taken up in</i>	<i>Set down in</i>	<i>Identity document N.N.</i>	<i>Ticket No.</i>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
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 established maximum daily driving time limit by a margin of 50 per cent or more without taking a break or an uninterrupted rest period.
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 falsifying 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 such an immediate risk to road safety that leads to a decision to immobilise the vehicle.
5. Carrying passengers without holding a valid driving licence or carrying 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.
7. Carrying out cabotage services in a host Contracting Party without having the appropriate authorisation.

Annex V

Road safety and exhaust emission-related random inspections

1. In order to carry out the technical inspection, competent authorities of Contracting Parties may use the checklist in Annex 5a below. A copy of the checklist provided for in Annex 5a, drawn up by the control 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 maybe 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 Va

Control 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. Items checked⁹:
 - (a) Braking system and components no failures minor failures serious failures
 - (b) Steering linkages no failures minor failures serious failures
 - (c) Lamps, lighting and signalling devices no failures minor failures serious failures
 - (d) Wheels/hubs/tyres no failures minor failures serious failures
 - (e) Exhaust system no failures minor failures serious failures
 - (f) Smoke opacity (diesel) no failures minor failures serious failures
 - (g) Gaseous emissions (petrol) no failures minor failures serious failures
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.

⁹ Mark as appropriate

[Annex VI]

Composition, functions and rules of procedure of the Administrative Committee

1. The representatives of the competent authorities of 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 [5] Article [9], paragraph 18, Article [15], paragraph 4, Article [16], paragraph 2, Article [20], paragraph 3, Article [25] paragraphs 1 and 2, Article [33], 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 also monitor the application of the Agreement and shall examine any measure taken by Contracting Parties under the Agreement and their conformity therewith.
8. In order to facilitate the uniform application and interpretation of this Agreement, the Committee may adopt Explanatory Notes or Comments.
9. 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.
10. 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.
11. 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.
12. The Committee may also:

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

(b) 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.

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

14. The UNECE Secretariat shall provide the Committee with secretariat services.

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

16. The Committee shall, at its first session, elect a chairman and a vice-chairman.

17. The Committee shall meet annually under the auspices of the United Nations Economic Commission for Europe, and also at the request of the competent administrations of at least 3 States which are Contracting Parties.

18. 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.

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

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

21. 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.
