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Item 6 of the provisional agenda

Authorization for concluding an agreement between UNECE and IRU

Draft agreement between the United Nations Economic Commission for Europe and the International Road Transport Union

Note by the secretariat

1. At its sixty-second session, the Committee recalled its previous decision to authorize IRU to centrally print and distribute TIR Carnets and to organize the functioning of the guarantee system for the period 2014–2016 inclusive (ECE/TRANS/WP.30/AC.2/113, para. 28) and noted that a decision for the next period, tentatively for a period of three years (2017–2019 inclusive), should be taken at the session of the Committee in February 2016 (ECE/TRANS/WP.30/AC.2/127 para.23). The Committee also recalled that the present UNECE–IRU Agreement (ECE/TRANS/WP.30/AC.2/2013/3) expires at the end of 2016 and should be renewed. The Committee, thus, requested the secretariat to prepare, in consultation with IRU and the competent United Nations services, a new draft agreement covering, preferably, the same period of time as the authorization, namely the period 2017–2019 inclusive, for approval at its session (see ECE/TRANS/WP.30/AC.2/127 para.24).

2. In this context, the Administrative Committee may wish to approve the draft text for the revised Agreement between the UNECE and the IRU as set out in the Annex to this document and mandate the UNECE secretariat to sign the Agreement with the IRU on behalf of the TIR Administrative Committee. Compared to the previous 2014–2016 UNECE–IRU Agreement, the revised agreement introduces only few changes which are marked with *bold italics* and ~~strikethrough~~.

Annex

Draft agreement between United Nations Economic Commission for Europe and International Road Transport Union for the period ~~2014 2017~~ to ~~2019~~ **2016 (inclusive)**

- I. Whereas the amendments to the Customs Convention on the International Transport of Goods Under Cover of TIR Carnets of 1975 ("the TIR Convention"), adopted by the Administrative Committee for the TIR Convention of 1975 ("the TIR Administrative Committee") at its twenty-third session (Geneva, 26 and 27 June 1997) which entered into force on 17 February 1999, provide for the establishment of a TIR Executive Board ("the TIRExB") and a TIR secretariat;
- II. Whereas the establishment of the TIRExB and the TIR secretariat is aimed at strengthening cooperation among national Customs authorities in the application of the TIR Convention and between Customs authorities, national associations and an international organization referred to in Article 6 of the TIR Convention ("international organization");
- III. Whereas the TIR Convention stipulates that the TIRExB, as a subsidiary body of the TIR Administrative Committee, shall inter alia supervise the application of the TIR Convention, including the operation of the guarantee system and supervise the centralized printing and distribution of TIR Carnets, which may be performed by an agreed international organization;
- IV. Whereas the TIR Convention provides for the financing of the TIRExB and the TIR secretariat – until such time as alternative sources of funding are obtained through an amount per TIR carnet distributed by an international organization; the amount per TIR Carnet and the procedure to implement the financing of the operation of the TIRExB and the TIR secretariat shall be approved by the TIR Administrative Committee;
- V. Whereas the amount per TIR Carnet should be based on (a) the budget of the TIRExB and TIR secretariat as approved by the TIR Administrative Committee and (b) the forecast of the number of TIR Carnets to be distributed as established by an international organization;
- VI. Whereas the total amount required to finance the operation of the TIRExB and the TIR secretariat and to be transferred each year by the international organization to the TIR Trust Fund established by the UNECE for this purpose shall be approved by the TIR Administrative Committee;
- VII. Whereas in accordance with Explanatory Note 0.6.2 bis-2 of the TIR Convention, the authorization granted in accordance with Article 6.2 bis shall be reflected in a written agreement between the UNECE and the international organization. The agreement shall stipulate that the international organization shall fulfil the relevant provisions of the Convention, shall respect the competencies of the Contracting Parties to the Convention and shall comply with the decisions of the Administrative Committee and the requests of the TIR Executive Board. By signing the agreement, the international organization confirms that it accepts the responsibilities imposed by the authorization. The agreement shall also apply to the responsibilities of the international organization set out in Annex 8, Article 10 (b), in case the centralized printing and distribution of TIR Carnets is performed by the above-noted international organization. The Agreement shall be adopted by the Administrative Committee;
- VIII. Whereas the TIR Administrative Committee at its ~~fifty-fifth~~ **sixty-third** session (**10-11 February 2016**) approved the present agreement and mandated the UNECE secretariat to conclude the final Agreement;
- IX. Whereas, in accordance with Article 6.2 bis of the TIR Convention, the TIR Administrative Committee at its ~~fifty-fifth~~ **sixty-third session (10-11 February 2016)** has authorized the International Road Transport Union (IRU), for the period of 2017–2019 inclusive, as an international organization to take on responsibility for the effective organization and functioning of an international guarantee system and, in accordance with

Annex 8, Article 10 (b) of the TIR Convention, to centrally print and distribute TIR Carnets;

Now therefore, the UNECE secretariat, mandated by and acting on behalf of the TIR Administrative Committee, and the IRU ("parties") have agreed that:

1. ~~Without prejudice~~ **Taking into account and in the light of the above preambles, IRU shall comply with** the provisions of the TIR Convention, in particular ~~to its~~ Article 6.2 ~~bis~~, Explanatory Note 0.6.2 ~~bis-2~~ thereto, ~~the IRU and Annex 9 Part III~~, taking into account and in the light of the above preambles, accepts to:

~~(a) — provide the Contracting Parties of the TIR Convention via the national associations affiliated to the international organization with certified copies of the global guarantee contract and proof of guarantee coverage;~~

~~(b) — provide the competent bodies of the TIR Convention with information on the rules and procedures set out for the issue of TIR Carnets by national associations;~~

~~(c) — provide the competent bodies of the TIR Convention, on a yearly basis, with data on claims lodged, pending, paid or settled without payment;~~

~~(d) — provide the competent bodies of the TIR Convention with full and complete information on the functioning of the TIR system, in particular, but not limited to timely and well founded information on trends in the number of non terminated TIR operations, claims lodged, pending, paid or settled without payment that might give rise to concerns with regard to the proper functioning of the TIR system or that could lead to difficulties for the continued operation of its international guarantee system;~~

~~(e) — provide the competent bodies of the TIR Convention with statistical data on the number of TIR Carnets distributed to each Contracting Party, broken down by type;~~

~~(f) — provide the TIR Executive Board with details of the distribution price by the international organization of each type of TIR Carnet;~~

~~(g) — take all possible steps to reduce the risk of counterfeiting TIR Carnets;~~

~~(h) — take the appropriate corrective action in cases where faults or deficiencies with the TIR Carnet have been detected and report these to the TIR Executive Board;~~

~~(j) — fully participate in cases where the TIR Executive Board is called upon to facilitate the settlement of disputes;~~

~~(k) — ensure that any problem involving fraudulent activities or other difficulties with regard to the application of the TIR Convention is immediately brought to the attention of the TIR Executive Board;~~

~~(l) — manage the control system for TIR Carnets, provided for in Annex 10 of the Convention, together with national guaranteeing associations affiliated to the international organization and the Customs authorities and to inform the Contracting Parties and the competent bodies of the Convention of problems encountered in the system;~~

~~(m) — provide the competent bodies of the TIR Convention with statistics and data on the performance of Contracting Parties with regard to the control system provided for in Annex 10;~~

~~(n) — conclude, not less than two months before the provisional date of entry into force or renewal of the authorization granted in accordance with Article 6.2 bis of the Convention, a written agreement with the United Nations Economic Commission for Europe secretariat, mandated by and acting on behalf of the Administrative Committee, which shall include the acceptance by the international organization of its duties as set out in this paragraph;~~

~~(e) — Inform the guaranteeing association of its position concerning the claim for payment within a period of three (3) months.~~

~~2. — All information acquired, directly or indirectly, by the international organization under the Convention, which is by nature confidential or which is provided on a confidential basis, shall be covered by the obligation of professional secrecy and shall not be used or processed neither for any commercial purpose nor for any other purpose than for which it has been provided or disclosed to any third party without the express permission of the person or authority that provided it. Such information may, however, be disclosed without permission to competent authorities of Contracting Parties to this Convention, where there is an authorization or obligation to do so pursuant to provisions of national or international law or in connection with legal proceedings. The disclosure or communication of information shall take place in full compliance with data protection provisions in force.]~~

32. The IRU shall transfer the amount due under this agreement, in its entirety, by 15 November each year to the TIR Trust Fund, established by the UNECE for this purpose. Particulars concerning the amount due per year are contained in Annex I to this agreement; the cost plan per year is contained in Annex II. Particulars concerning the administration of the fund are contained in Annex III to this agreement. Annex IV provides steps, procedures and related timeline. Annex V provides requirements for an external audit of the IRU accounts kept for the invoicing and advance transfer of the money required to finance the operation of the TIRExB and the TIR secretariat. Annex I and Annex II will be adjusted on an annual basis through an exchange of letters between the UNECE and the IRU, in accordance with the relevant decisions of the TIR Administrative Committee.

3. This agreement, upon its entry into force, supersedes all previous agreements signed between the United Nations Economic Commission for Europe (UNECE) and the International Road Transport Union (IRU).

~~54~~ This agreement shall enter into force on 1 January ~~2014~~ **2017** and, unless renewed by written agreement of the parties, shall remain in force until 31 December ~~2016~~ **2019** in accordance with the mandate given by the TIR Administrative Committee. Annex I, Annex II, Annex III, Annex IV and Annex V form an integral part of this agreement.

~~6.5~~ The parties shall amend or renew the agreement in accordance with the relevant decisions of the TIR Administrative Committee at any of its meetings, but in any case not later than at its first meeting in the year ~~2016~~ **2019**. If amendment proposals to the TIR Convention enter into force during the 3-year period starting 1 January ~~2014~~ **2017** or before with an outcome that has a material impact on the implementation of the agreement, the agreement shall be amended accordingly. The Annexes to the agreement shall also be amended in case the financing of the TIRExB and the TIR secretariat are taken over in full or partly by the Regular Budget of the United Nations or alternative sources.

~~65.1~~ In the event that one of the parties has any reason for considering that the circumstances for the continuation of the agreement have changed in comparison to those that appertained at the time of conclusion of this agreement, the parties shall seek to find a mutually acceptable adaptation of the agreement. Where it proves to be not possible to reach mutual agreement to adapt this agreement, either party may unilaterally terminate it, provided it gives the other party not less than six (6) months written notice. In case the IRU has not transferred the amount due under this agreement in its entirety by 15 November each year, UNECE may consider this as IRU's intention to terminate the agreement in six (6) months, despite the absence of any written notice to that extent, invoking the application of ~~(6.2 5.2)~~ of the agreement.

~~6.2 5.2~~ On the date of effective termination of this agreement under the conditions provided under ~~(5.1 6.1.)~~ above, or upon expiration of the agreement, the funds transferred by the IRU, including accumulated reserves, will continue to be held by the UNECE. Upon

request by the UNECE, the IRU agrees to transfer any additional funds deemed necessary by the UNECE to fully cover all expenditures relating to the continuation of the operation of the TIR secretariat until the effective date of termination of the agreement.

~~7.6.~~ Any dispute between the parties concerning the interpretation or application of this agreement shall, as far as possible be settled by negotiation between them.

~~7.1 6.1~~ Any such dispute between the parties, unless settled amicably under the preceding paragraph within sixty (60) days after receipt by either Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then pertaining. The arbitral tribunal shall have no authority to award punitive damages or to award interest. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

~~8. 7.~~ The IRU understands and agrees that, for the purposes of this agreement, UNECE is acting pursuant to a mandate provided by, and on behalf of, the TIR Administrative Committee. Except for the receipt of the amounts transferred by the IRU under this agreement, UNECE shall have no obligation or liability towards the IRU arising from this agreement.

~~9. 8.~~ Nothing in or relating to this agreement shall be deemed a waiver, express or implied, of any privileges or immunities of the United Nations.

~~10. 9.~~ This agreement may be amended only by written agreement of both parties. Each Party shall give full consideration to any proposal for amendment made by the other Party.

Geneva,.....~~2013-2016~~ Geneva,.....~~2013-2016~~

Executive Secretary
For the United Nations
Economic Commission for Europe

Secretary General
For the
International Road Transport Union

Annex I

To the agreement between the United Nations Economic Commission for Europe and the International Road Transport Union¹

Whereas the TIR Administrative Committee, at its ~~forty-sixth session~~ *sixty-third session* (Geneva, ~~10-11 February 2016~~ *October 2013*), has approved the present agreement and mandated the UNECE to conclude the final agreement (ECE/TRANS/WP.30/AC.2/129, para. xxx);

Whereas the TIR Administrative Committee, at its ~~forty-sixth~~ *sixty-fourth* session (Geneva, October ~~2016~~ *2013*) approved the budget proposal and the cost plan for the TIRExB and the TIR secretariat for the year ~~2014~~ *2017* as contained in document ECE/TRANS/WP.30/AC.2/2016/xxx (ECE/TRANS/WP.30/AC.2/131, para. xxx);

Referring to the consultations that had been held with the IRU on the number of TIR Carnets estimated to be distributed in ~~2014~~ *2017* and the procedure for collection of an amount per TIR Carnet for the year ~~2014~~ *2017* referred to Annex 8, Article 13 of the TIR Convention;

Now therefore, the IRU and the UNECE agree as follows:

1. The IRU shall transfer an amount of US\$ xxx covering the operation of the TIRExB and the TIR secretariat for the year ~~2014~~ *2017*, as described in Annex II, to the TIR Trust Fund established by the UNECE for this purpose.
2. The amount of US\$ xxx is a result of the estimated budget for the TIRExB and the TIR secretariat for the year ~~2014~~ *2017* amounting to US\$ xxx (i.e., Cost Plan US\$ xxx plus operating cash reserve US\$ xxx) minus the positive balance of the budget for the TIRExB and the TIR secretariat for the year ~~2013~~ *2016* which is estimated to amount to US\$ xxx
3. Since the accounts of the year ~~2013~~ *2016* will only close on 31 December ~~2013~~ *2016*, complete and final financial statements showing the funds received and expended for the TIRExB and the TIR secretariat in ~~2013~~ *2016*, in line with the internal and external auditing procedures of the United Nations, will only be available in the second quarter of ~~2014~~ *2017*. Any difference between the estimated and the actual expenditures in ~~2013~~ *2016* will be credited to or deducted from the relevant budget for the following year.
4. The funds due for the year ~~2014~~ *2017* under this Annex shall be transferred not later than 15 November ~~2013~~ *2016* in US dollars to the UNOG General Fund, Account No 485001802 with the J.P. Morgan Chase Bank, 277 Park Avenue, 23rd Floor, New York, NY 10172 USA, ABA 021000021 (US Banking Code), swift code CHAS US 33, specifying: "Credit A/C ZLB – TIR Project" or other bank account which shall be communicated in writing by the UNECE.

¹ Dates, document references and figures remain blank (marked xxx) or approximate until they become available.

Annex II

Cost Plan for ~~2014~~2017 Approved by the TIR Administrative Committee in October ~~2013~~2016²

Programme: TIR Executive Board (TIRExB) and TIR secretariat
(Title of Trust Fund: "Transport International Routier - TIR" Account No.: ZL-RER-8001)

<i>Object of expenditure</i>	<i>Amount (in US\$)</i>
Project Personnel	xxx
Administrative Support Personnel	xxx
Consultants fees and travels	xxx
Travel on official business	xxx
Travel of experts	xxx
Staff Training	xxx
Office automation & equipment	xxx
Operation and maintenance of equipment	xxx
External contractual services	xxx
General operating expenses	xxx
Total estimated direct expenditures	xxx
Programme Support (13% of Total expenditures)	xxx
Grand total	xxx

TIR Trust Fund resource requirements for the year ~~2014~~2017

Project Personnel US\$ xxx

The proposed amount under this object of expenditure is intended to cover the salary and related costs³ for one year of five experts on fixed-term appointments: one Customs expert, one Legal officer, one Project Management expert and two Computer Information System experts. It also includes provisions for a short-term expert to assist in the development of mandated projects.

Administrative Support Personnel US\$ xxx

The proposed amount under this object of expenditure is intended to cover the salary and related costs⁴ of two administrative support staff for one year.

Consultant fees and travels US\$ xxx

The proposed amount under this object of expenditure is intended to cover consultancy costs to carry out mandated tasks.

² Dates, document references and figures remain blank (marked xxx) or approximate until they become available.

³ In line with the United Nations Staff regulations and Rules.

⁴ In line with the United Nations Staff regulations and Rules.

Travel on official business US\$ xxx

The proposed amount under this object of expenditure is intended to cover the travel cost of Project Staff and the TIR Secretary.

Travel of experts US\$ xxx

The proposed amount under this object of expenditure is intended to cover DSA for the nine members of the TIRExB, as well as of the experts invited to take part in TIR seminars and workshops.

Staff Training US\$ xxx

The proposed amount under this object of expenditure is intended to cover training costs of the TIR secretariat staff.

Office automation & equipment US\$ xxx

The proposed amount under this object of expenditure is intended to cover the acquisition and replacement of relevant electronic and computer office equipment (PCs, printers, copy machine, fax, office furniture, etc.), including data base hard and software systems.

Operation and maintenance of equipment US\$ xxx

The proposed amount under this object of expenditure is intended to cover the cost of repair and maintenance of office and computer equipment (PCs, printers, copy machine, fax, etc.).

External contractual services US\$ xxx

The proposed amount under this object of expenditure is intended to cover expenses for meeting rooms, interpretations, translations, external printing of training materials, hospitality, telephone/fax, miscellaneous expenses, etc., related to TIR Seminars and TIRExB meetings organized outside the UN premises.

General operating expenses US\$ xxx

The proposed amount under this object of expenditure is to provide for communication costs (i.e. postage, fax, long distance calls, and pouch) and other miscellaneous expenses.

Local Technical Cooperation Trust Fund		
Transport international routier - TIR		
Fund Statement (US dollars)⁵		
(1) 2014 2017 Projected Expenditures:		
2014 2017 Estimated direct expenditures		xxx
13 % Programme Support Cost		xxx
15% Operating Cash Reserve (US\$ xxx X 15%) ¹		xxx
2014 2017 Estimated projected requirements (rounded)		<u>xxx</u>
 Estimated Funds Available at 31 December 2013 2016:		
Actual fund balance at 31 December 2012 2015		
(including US\$ -xxx, 2014 contribution received in 2015) ²	xxx	
2016 Contribution received on xx/11/2015	xxx	
2015 Contribution received in 2013 2016 (transferred by IRU on xxx)	<u>xxx</u>	
Total funds as at 31 December 2013 -2015		xxx
 Less:(The following estimates are inclusive of 13% Programme Support Cost)		
2013 2016 Estimated projected expenditures	xxx	
Provision for Installation and Separation Costs (forwarded year-to-year)	xxx	
Provision for early termination UNECE/IRU Agreement (forwarded year-to-year)	<u>xxx</u>	
		xxx
 (2) Total estimated available balance as at 31 December 2013 2016 for 2014- 2017 operations		
		<u>xxx</u>
 (3) Estimated Funds to be transferred for 2014 2017 operations [(1)-(2)] (rounded)		
		<u><u>xxx</u></u>
Note 1:	The Operating Cash Reserve will be used to complement the provision for separation costs in case of closure of the TIR secretariat.	
Note 2:	See document-xxx.	

⁵ Dates, document references and figures remain blank (marked xxx) or approximate until they become available

Annex III

To agreement between United Nations Economic Commission for Europe and International Road Transport Union

Administration of the TIR Trust Fund

Programme: TIR Executive Board (TIRExB) and TIR secretariat

1. The TIR Trust Fund (“Fund”) has been created to finance the operation of the TIR Executive Board and the TIR secretariat (“programme”).
2. The TIR Trust Fund and activities financed through the Fund shall be administered by the UNECE in accordance with the applicable United Nations financial regulations, rules and directives. Accordingly, personnel staff shall be engaged and managed; equipment, supplies and services purchased; and contracts entered into, all in accordance with the provisions of such financial regulations, rules and directives.
3. The UNECE will charge the above programme an amount equal to 13 per cent (thirteen per cent) of the Fund’s actual expenditures in order to assist in the defrayment of administration costs and other expenses incurred by the United Nations (“programme support costs”). The UNECE will also charge an amount equal to 1 per cent (one per cent) of the remuneration or net salary of the staff engaged by the UNECE in this programme to cover any claims for service-incurred death, injury or illness.
4. The United Nations regulations and rules also require provision of an operating cash reserve of 15 per cent (fifteen per cent) of the estimated programme’s annual expenditures. This operating cash reserve, which shall be maintained during the duration of the programme, shall be used to cover exchange rate fluctuations, any shortfalls and final expenditures under the Fund, including any liabilities.
5. The UNECE will submit an annual report to the TIR Administrative Committee. The report shall include a financial statement showing the funds received and expended. As for all United Nations trust funds, the TIR Trust Fund shall be exclusively subject to auditing procedures laid down in the financial regulations, rules and directives of the United Nations. As such, it shall be audited according to the schedule set by the United Nations Board of Auditors.
6. For each and every calendar year, between ~~2014–2016~~ **2017-2019**, the IRU shall request an independent external auditor (appointed by the IRU General Assembly) to audit the accounts kept for the invoicing and advance transfer of the money required for the operation of the programme. After the selection, the external auditor shall request from the UNECE secretariat a copy of the “guidelines and terms of reference for external audit” (Annex 5).
7. The ~~2014–2016~~ **2017-2019** UNECE–IRU Agreement and its annexes provide the necessary guidance, methods, requirements and expected outcomes of such audit (Annex 5). Annex 4 provides the steps, procedures and related timeline for the financing of the operation of the TIRExB and TIR secretariat.
8. To begin fulfilling the mandatory audit requirements, the IRU shall annually draw up a written agreement (“engagement letter”) with the external auditor, stipulating the objectives and scope of the audit, the extent of the auditor’s responsibilities, and the form

and timing of audit reports to be issued. The engagement letter shall explicitly refer to the “guidelines and terms of reference for external audit” (Annex 5). The “guidelines and terms of reference for external audit” shall be provided by the UNECE secretariat to the auditor, upon the auditor’s request, through an exchange of letters.

9. The engagement letter shall explicitly stipulate inclusion of the following in the audit report:

(i) detailed explanations of IRU internal controls over TIR Carnet distribution to national associations, including invoicing, defining financial terms applied in the TIR Carnet distribution such as the amount invoiced per TIR Carnet, the total amount invoiced, the number of TIR Carnets distributed and financial year, and

(ii) an explanation of the audit tests applied;

10. The engagement letter is subject to acceptance by the UNECE secretariat.

11. After the end of each and every calendar year, between ~~2014 and 2016~~ **2017 and 2019**, the external auditor shall submit to the UNECE secretariat, based on the engagement letter for the calendar year just ended, the following:

(a) a copy of the Audit Report containing a clear expression of opinion based on review and assessment of the conclusions drawn from evidence obtained by the auditor in the course of the audit; and

(b) a copy of the Management Letter providing either an unqualified or qualified opinion of the auditor.

Annex IV

To agreement between United Nations Economic Commission for Europe and International Road Transport Union

The financing of the operation of the TIRExB and TIR secretariat: steps, procedures and related timeline

Approved by the TIR Administrative Committee at its forty-third session (ECE/TRANS/WP.30/AC.2/89, paragraph 38)

The financing of the operation of the TIRExB and TIR secretariat includes the following steps and procedures as well as related timeline:

1. The UNECE secretariat prepares a budget proposal for the operation of the TIRExB and TIR secretariat based on activity based budgeting principles (August);
2. The TIRExB establishes the budget proposal (September);
3. The UNECE secretariat prepares a document comprising the budget proposal established by the TIRExB for approval by the TIR Administrative Committee (September);
4. The UNECE secretariat informs the IRU of the budget proposal and the net amount to be transferred and requests the IRU to provide an operational forecast of the number of TIR Carnets it expects to distribute in the forthcoming year (September);
5. The IRU provides the TIR Administrative Committee with its forecast of the number of TIR Carnets it expects to distribute in the forthcoming year and its internal calculation concerning the amount per TIR Carnet as referred to in Annex 8, Article 13, paragraph 1 (September–October);
6. The TIR Administrative Committee approves the budget and the net amount to be transferred by the IRU, and takes note of the forecast established by the IRU. The TIR Administrative Committee also approves the amount per TIR Carnet as referred to in Annex 8, Article 13, paragraph 1, calculated by the UNECE secretariat on the basis of the forecast provided by the IRU (September-October);
7. The IRU transfers the net amount approved by the TIR Administrative Committee to the UNECE named bank account (15 November);
8. The IRU maintains a separate account detailing the number of TIR Carnets distributed and the related amounts referred to in Annex 8, Article 13 paragraph 1 received;
9. The IRU independent external auditor produces an audit certificate providing an opinion of the above-mentioned account for the year in question showing the amount transferred and the total amount actually invoiced (15 January);
10. The difference between the two amounts will need to be adjusted a posteriori;
11. On the basis of the above-mentioned audit certificate, if there is excess (i.e. more was invoiced than initially transferred), the TIR Administrative Committee, at its spring session, will be informed and the IRU shall transfer the excess to the UNECE named bank account (before 15 March). This amount will be reflected in the UNECE account to be taken into account for the next budget year;

12. On the basis of the above-mentioned audit certificate, if there is a deficit (i.e. less was invoiced than initially transferred), the TIR Administrative Committee, at its spring session, and on the proposal of the IRU, shall approve the appropriate action, which shall be either:

(a) a recalculation of the amount per TIR Carnet referred to in Annex 8, Article 13, paragraph 1, or

(b) the deficit will be recorded in the IRU account referred to above and shall, on the basis of a proposal from the IRU as endorsed by the TIR Administrative Committee, be subsequently adjusted;

13. These arrangements shall be subject to the accounting controls and audits as foreseen in Annex 3 of the UNECE/IRU Agreement;

14. UNECE shall provide full transparency concerning the TIR funds accumulated;

15. The above described procedures are considered to comply with general audit and accounting standards and the requirements for transparency and accountability by Contracting Parties.

Annex V

To agreement between United Nations Economic Commission for Europe and International Road Transport Union

Guidelines and Terms of Reference for external audit of IRU accounts used for the invoicing and the advance transfer of the money required to finance the operation of the TIRExB and TIR secretariat

Introduction:

This Annex is a revised and updated version of the “Guidelines and Terms of Reference for External Audit” document dated 7 December 2005, which was created to begin implementing recommendations of the United Nations Board of Auditors. All requirements contained in the document of 7 December 2005 have been retained in this Annex while the additional requirements only relate to recommendations of the Office of Internal Oversight Services (OIOS) contained in the “Scope of External Audit” and “Terms of engagement” sections.

In January 2005, the UN Board of Auditors carried out an UNECE audit. The audit covered the UNECE–IRU Agreement, for which the UN Board of Auditors, after consultations with the UNECE and IRU, issued a management letter (5 May 2005). The management letter contained a number of recommendations. Some of the recommendations were aimed at improving transparency of the financial aspects of the UNECE–IRU Agreement and its annexes.

In order to increase transparency, both the UNECE and IRU have agreed that the IRU would engage an independent external auditor (“the IRU external auditor”). In this respect, an agreement between the IRU and the IRU external auditor is to be drawn up each year stipulating the objectives and scope of an external audit. This audit is to cover the IRU accounts used to record the amounts transferred and the total amount invoiced to finance the operation of the TIRExB and TIR secretariat. The IRU external auditor is to be appointed by the IRU General Assembly.

The external audit is to be performed in accordance with International Standards on Auditing (ISA). The audit is to result in an audit report and a management letter, issued by the IRU external auditor to the IRU with copies sent directly to the UNECE. In this context, the IRU external auditor will communicate simultaneously with the UNECE and IRU.

This Annex provides the necessary binding requirements and guidelines for the annual issuance of an audit report and a management letter. In this context, the document provides guidance both to the IRU and the IRU external auditor.

Objective of the external audit:

The IRU’s external audit will provide reasonable assurance that:

- the financial reporting by the IRU concerning the accounts kept by the IRU for recording the money transferred and the total amount invoiced to finance the operation of the TIRExB and TIR secretariat, the resulting balance as well as the actual number of TIR Carnets distributed by the IRU in the corresponding year gives a true, accurate and fair representation of the financial affairs;

- that the financial reporting has been prepared properly and in accordance with the relevant accounting and reporting techniques; and
- that it meets the requirements stipulated in the UNECE–IRU Agreement and its annexes.

Scope of the external audit:

The opinion expressed by the IRU External auditor shall cover:

- the accounts kept by the IRU for recording the net amount transferred;
- the actual number of TIR Carnets distributed by the IRU in the corresponding year;
- the actual amounts invoiced to finance the operation of the TIRExB and TIR secretariat; and
- the resulting balance.

The external audit will be conducted in accordance with generally accepted auditing standards, including the International Standards on Auditing (in particular Standards 200 and 315) and will include the necessary audit tests. This audit will necessarily analyze IRU internal controls over TIR Carnet distribution to national associations, including invoicing, defining financial terms applied in the TIR Carnet distribution such as the amount invoiced per TIR Carnet, the total amount invoiced, and the number of TIR Carnets distributed and financial year.

The audit report will describe the obligations of the IRU under the UNECE–IRU Agreement and its annexes and should, generally, include the confirmation that the IRU external auditor has obtained, in the course of the audit, an understanding of the accounting and internal control systems in order to assess their adequacy.

To do so, the IRU external auditor — within the scope of the audit — will undertake, but not necessarily limit itself to, the assessment of:

- the accounting records maintained, which normally includes: a general ledger accounting system; bank statements and reconciliations;
- the accounting records by which the actual distribution of TIR Carnets is monitored;
- the accounting records, including reviewing control accounts and trial balances concerning the total amount invoiced. This should include: the operation of a separate interest bearing bank account and, if not, separate identification of financial transactions; appropriate disclosure and treatment of miscellaneous income receipts; and
- compliance with the UNECE–IRU Agreement and its annexes.

Responsibilities of the IRU and its external auditor:

The management of the IRU is responsible for ensuring that proper accounting records are maintained to report on its obligations under the UNECE–IRU Agreement and its annexes.

The IRU is responsible for making available to the IRU external auditor, as and when required, all financial and accounting records as well as other relevant records and/or related information necessary for the audit.

The responsibility for prevention and detection of fraud, error and non-compliance with the UNECE–IRU Agreement and its annexes and the relevant provisions of the TIR Convention rests with the IRU.

The IRU external auditor has the responsibility to report its own opinion on the implementation by the IRU of the UNECE–IRU Agreement and its annexes.

The IRU external auditor has the responsibility to plan its audit so that it has a reasonable expectation of detecting material misstatement in the financial statements and accounting records (including those resulting from fraud, error or non-compliance).

In arriving at the opinion the IRU external auditor is required to consider the following issues and to report on any aspects with which it is not fully satisfied:

- whether proper accounting records have been kept and adequate information has been received;
- whether the financial information provided by the IRU is in agreement with the accounting records and other relevant data;
- whether all the information and explanations which the IRU external auditor considers necessary for the purpose of the audit have been obtained;
- whether the information given to the IRU external auditor by the IRU management is consistent with the UNECE–IRU Agreement and its annexes.

In undertaking, and within the scope of, the audit, the IRU external auditor shall:

- obtain an understanding of the accounting and internal controls systems in order to assess their adequacy as a basis for the preparation of the financial reporting of the IRU and establish whether proper accounting records have been maintained;
- carry out procedures designed to obtain sufficient audit evidence, in accordance with generally accepted auditing standards to determine with reasonable confidence whether the financial reporting of the IRU is free of material misstatement;
- evaluate the financial reporting related to the financial operations in order to ascertain whether it has been prepared in accordance with the UNECE–IRU Agreement and its annexes and generally accepted accounting standards;
- evaluate whether adequate internal controls related to the financial operations covered by the scope of the audit are in place and function effectively;
- issue a report containing a clear expression of opinion on the financial reporting of the IRU concerning the implementation of the UNECE–IRU Agreement and its annexes;
- issue a management letter either confirming its unqualified opinion or communicating any weaknesses in the accounting and the internal control systems identified during the audit;
- submit simultaneously to the UNECE and IRU the audit report and management letter (together or separately)

Terms of engagement:

A written agreement will be drawn up between the IRU and its external auditor to ensure that there is no misinterpretation or misunderstanding of the objectives and scope of the external audit, of the extent of the auditor’s responsibilities, or of the form and timing of reports to be issued. Such an agreement is generally known as an “Engagement Letter”, however, another form such as a contract may also be acceptable.

The engagement letter is to be prepared by the IRU external auditor for signature by the IRU.

The acceptance of the terms of engagement by the parties shall be documented in writing prior to the commencement of the audit. While the external auditor is to be engaged by the IRU, the UNECE shall be involved in the establishment of the terms of engagement.

The Agreement between the IRU and the IRU external auditor is also subject to acceptance by the UNECE.

In order to establish the IRU's responsibility and ensure the ability to subsequently undertake an audit, the IRU external auditor should be engaged at the beginning of the project period, not at the end.

The following elements should be included in the engagement letter:

- the responsibilities of the IRU external auditor;
- the scope of the audit;
- provision of other services, if applicable;
- the deadline for the submission of the audit report and of the management letter;
- the audit fees;
- agreement of terms.

The engagement letter will also explicitly stipulate provisions of the following in the audit report:

- detailed explanations of IRU internal controls over TIR Carnet distribution to national associations, including invoicing, defining financial terms applied in the TIR Carnet distribution such as the amount invoiced per TIR Carnet, the total amount invoiced, the number of TIR Carnets distributed and financial year
- an explanation of the audit tests applied

The IRU and the IRU external auditor shall sign the letter of engagement/contract, indicating mutual acceptance of the audit appointment and the terms of engagement.

Reporting requirements:

A deadline for submission of the audit report and the management letter shall be stipulated. The language of the report and the management letter should be either English or French. The audit report and management letter should be addressed to the IRU, with copies of the report and of the management letter submitted directly and simultaneously to the UNECE by the external auditor.

The audit report should contain a clear expression of opinion — within the scope of the audit — on the financial obligations of the IRU in relation to the implementation of the UNECE–IRU Agreement and its annexes and on any further matters required by the letter of engagement. This opinion shall be based on a review and an assessment of the conclusions drawn from the evidence obtained in the course of the audit. The audit report shall contain the following elements:

- a title identifying the organization to whom the report is addressed;
- an introductory paragraph identifying the UNECE–IRU Agreement and its annexes audited;
- a section dealing with the respective responsibilities of the IRU and the IRU auditor;
- the basis of the IRU auditor's opinion;
- the IRU auditor's opinion on the audits carried out;

- the signature of the IRU auditor and the date of the audit report.

External Auditor’s Opinions:

The IRU External Auditor’s report may include either an “Unqualified” or a “Qualified” opinion.

An *Unqualified Opinion* is expressed when, in the auditors’ judgment, the financial reporting gives a true, accurate and fair representation of the financial affairs and has been prepared in accordance with the relevant accounting or other requirements.

Sample auditor’s report — unqualified opinion

Auditor’s report to the IRU, copied to the United Nations Economic Commission for Europe (UNECE)

Final report for the operational period from

1 January 2006 to 31 December 2006

We have audited the financial information provided by the IRU relative to the implementation of the UNECE–IRU Agreement dated 6 October 2005—and its annexes, as of and for the year ended December 31, 2006. This information is the responsibility of the IRU. Our responsibility is to express an opinion on the financial information based on our audit.

We conducted our audit in accordance with International Standards on Auditing. Those standards require us plan and perform the audit to obtain reasonable assurance about whether the financial information is free from material misstatement. Our audit has included examination, on a test basis, of evidence supporting the financial information. Our audit has also included assessing the accounting principles used and significant estimates made by management as well as evaluating the overall presentation of the financial information. We believe that our audit provides a reasonable basis for our opinion.

Opinion:

In our opinion, the financial information provided by the IRU relative to the implementation of the UNECE–IRU Agreement concerning the accounts kept by the IRU for recording the advance amount transferred, the sums actually collected to finance the operation of the TIRExB and TIR secretariat through the TIR Trust Fund according to the decisions of the TIR Administrative Committee, the resulting balance as well as the actual number of TIR Carnets distributed by the IRU in the corresponding year present fairly, in all material respects, the financial position relative to the implementation of the UNECE–IRU Agreement dated 6 October 2005—and the results of operations and cash flows for the period then ended.

Furthermore, in our opinion, the transactions that have been identified or tested as part of our audit have, in all significant respects, been found to be in accordance with the UNECE–IRU Agreement dated 6 October 2005—as approved by the TIR Administrative Committee.

Signed: _____

Name of auditing firm:

Date:

A *Qualified Opinion* may be given if the External Auditor is not able to express an unqualified opinion. This may be the result of various circumstances, which, in the auditors' judgment, warrant a qualification. For example:

- If all the evidence reasonably expected to be available has not been obtained or evaluated, then a qualified opinion is given.
- If the possible effect is material or pervasive to the financial statements and could, as a whole, make them misleading, then a “*qualified opinion: disclaimer*” is given, i.e., “Because of the possible effect of the limitation of evidence available to us we were unable to form an opinion as to whether the financial statements give a true, accurate and fair representation of the financial affairs”. If the effect is *not* material then a “*qualified opinion: scope limitation*” is given, i.e., “Except for ..., in our opinion the financial statements give a true, accurate and fair representation of the financial affairs”;
- If the auditors disagree with the accounting treatment or disclosure of a matter in the financial statements, and in their opinion the effect of the disagreement is material or pervasive to the financial statements, a description of all substantive factors giving rise to the disagreement should be included in the audit report and a “*qualified opinion: adverse*” is given i.e., “In view of the effect of ..., in our opinion the financial statements do not give a true, accurate and fair representation of the financial affairs”. If the effect of the disagreement is *not* material, then a “*qualified opinion: except for ... disagreement*” is given, i.e., “Except for ..., in our opinion the financial statements give a true, accurate and fair representation of the financial affairs”;
- In all cases, when a qualified opinion is given the factors leading to the qualification must be included in the audit report.

Sample auditor’s report — qualified opinion

No specimen is provided as the content of such an opinion will depend on the specific situation in which it is issued.

Management Letter

In addition to the audit report, it is a normal practice as part of the audit service to issue a “management letter” either confirming the unqualified opinion of the auditor or communicating any weaknesses in the accounting and internal control systems identified during the audit. The management letter will contain the observations noted during the course of the audit and provide constructive advice and assistance in improving the performance of the IRU’s operations, its internal controls and accounting practices.

If serious weaknesses are identified, the UNECE could use this information to take immediate remedial action in the framework of the UNECE–IRU Agreement and its annexes.
