

**Annex IV - 1**

**Recommended Model Bilateral Agreement on Road Transport between ECMT  
Member Countries**

**MODEL BILATERAL AGREEMENT BETWEEN ECMT MEMBER COUNTRIES  
ON ROAD TRANSPORT**

## **Agreement**

between the Government of

---

and the Government of

---

on Road Passenger and Goods Transport.

## Contents

### Preamble

#### Section I : General provisions

- Article 1 - Scope
- Article 2 - Definitions

#### Section II : Passenger transport

- Article 3 - Regular and similar services
- Article 4 - Occasional and similar services
- Article 5 - Common provisions for passenger services

#### Section III : Goods transport

- Article 6 - Permit system
- Article 7 - Exemption from permit requirements
- Article 8 - Permit procedure

#### Section IV : Common provisions

- Article 9 - Tax provisions
- Article 10 - Weights and dimensions
- Article 11 - Equipment and other characteristics
- Article 12 - Controls
- Article 13 - Obligations of transport operators and penalties
- Article 14 - Collaboration and joint committee

#### Section V: Final provisions

- Article 15 - Entry into force and duration
- Article 16 - Repeals

The Government of

---

and the Government of

---

Anxious to contribute to the development of trade and economic relations between their countries;

Determined to promote collaboration in road transport within the framework of the market economy;

Concerned about environment and people protection, the rational use of energy, road safety and the improvement of drivers' working conditions;

Aiming towards the development of transport intermodality;

Taking into account the resolutions and principles adopted within the framework of the United Nations Economic Commission for Europe, the European Conference of Ministers of Transport (ECMT), the Pan-European Conferences and agreements between the European Union and third countries;

Recognising the mutual advantage and interest of an agreement on road transport;

Has agreed and decided as follows:

## Part I. - General provisions

### Article 1. - [Scope]

- [1] The present agreement applies to road transport by transport operators established on the territory of a Contracting Party by means of vehicles registered on that territory with the points of departure and destination in the said territory and involving transit through that territory and through the territory of the other Contracting Party.
- [2] The present Agreement does not affect the rights and obligations arising from the other international commitments of the two parties, nor does it affect European Union law or the agreements between the European Union and non-Member States.

### Article 2. - [Definitions]

In this Agreement:

*"Transport Operator"* means any natural person, any legal person, any association or group of persons without legal personality, or any official body whether having its own legal personality or being dependent upon an authority having such personality

- profit-making or not
- authorised by the competent authority to transport passengers or goods by road internationally:

- [1] exercising the occupation of operator engaged in the activity of transport, as governed by specific national legislation regulating access to the occupation of transport operator;
- [2] exercising the occupation of operator on own account engaged in the activity of transport as an ancillary activity to the activities of its enterprise or association.

*"Vehicle"* means a motor vehicle:

- on its own or a combination of vehicles;
- intended for the carriage of passengers or goods by road,
- at the disposal of the transport operator through being its own property or through a hiring or leasing contract.

*"Registration"* means the allocation of an identification number to the vehicle by a competent authority. In the case of a combination of vehicles, the motor vehicle is the determining factor in permit issue or exemption, even if the carrier vehicle is not registered under the same name or is registered or authorised to operate in another country.

*"Transport"* means the runs by a vehicle, either laden or unladen even if the vehicle, trailer or semi-trailer is carried by train or boat for part of the journey.

*"Cabotage"* means the transport operations on the territory of the Contracting Party, the host country, with the loading and unloading points being located on that territory, of a transport operator established on the territory of the other Contracting Party. The unladen runs of a vehicle within a territory between two international transport operations and the initial or

terminal national legs of an international combined transport operation are not considered to be cabotage.

*"Transport on own account"* means transport:

- using vehicles owned by the operator or which it has hired under a long-term contract or leased and which are driven by employees of the enterprise of a member of the association;
- which is only an ancillary activity in the context of all the other activities of the enterprise or association;
- either of goods which are the property of the enterprise or association or have been sold, bought, let out on hire or hired, produced, extracted, processed or repaired by the undertaking, the purpose of the transport being to carry the goods to or from the enterprise or to move them for its own requirements;
- or of employees of the enterprise or members of a non profit-making association for whom the transport is part of its social or welfare activities.

*"Combined transport"* means the transport of goods whereby the lorry, trailer, semi-trailer, swap body or container, with or without tractor, use the road for the initial or terminal leg of the journey, which is as short as possible, and travel by rail, waterway or sea for the major part of the journey.

*"Territory of a Contracting Party"* means respectively the territory of \_\_\_\_\_ and the territory of \_\_\_\_\_

*"Country of establishment"* means the territory of a Contracting Party within which the transport operator is established and the vehicle registered.

*"Host country"* means the territory of a Contracting Party in which the vehicle is operating without being registered there and without the transport operator being established there.

*"Bus" and "Coach"* mean vehicles which are purpose built and designed for the transport of persons which has, in addition to the driver's seat, more than eight sitting places.

*"Hire car"* means a vehicle which is built and designed to carry up to nine people and their luggage, including the driver, and is used for paid transport for account of a third party.

*"Regular passenger service"* means a service which carries passengers over a specified route, according to a timetable and for which set fares are charged. Passengers are picked up or set down at predetermined stopping points and the service is accessible to everyone notwithstanding, in some cases, the need to book.

The term "regular passenger service" also includes a service that fulfils most of the above criteria and which operates as such.

In particular, it includes a service which carries specified categories of passengers to the exclusion of other passengers. This service is called a "special regular service". The service

as a regular service is not affected by the fact that the transport is organised to suit the varying needs of the users.

*"Shuttle service"* means a service whereby, by means of repeated outward and return journeys, previously formed groups of passengers are carried from a single place of departure to a single destination. Each group, consisting of the passengers who made the outward journey, is carried back to the place of departure on a later journey. Place of departure and destination respectively mean the place where the journey begins and the place where the journey ends, together with, in each case, the surrounding locality within a 50 km radius.

The first return journey and the last outward journey in a series of shuttles are made unladen.

The service as a shuttle service is not affected by the fact that some passengers make the return journey with another group, nor by the fact that the first outward journey and the last return journey are made unladen. This type of shuttle service is called "reversed shuttle".

A shuttle service which provides accommodation for at least 80 per cent of passengers at its destination and, if need be, on the journey, with or without meals, is called a "shuttle with accommodation".

*"Occasional service"* means a service falling neither within the definition of a regular passenger service nor within the definition of a shuttle service. The frequency or number of services does not affect their classification as an occasional service.

*"Control document"* means the waybill for buses and coaches, conforming to the specimen laid down in ECMT Resolutions and, where so provided for by this Agreement or the conclusions of the joint committee referred to in Article 14, the technical environmental and safety report referred to in the same Resolutions.

## **Part II - Passenger transport**

### **Article 3. - [Regular and similar services]**

[1] Regular services and shuttle services without accommodation operated by bus or coach and by hire vehicle are subject to a system of permits issued by the competent authority in the country of departure, destination or transit.

[2] The permit application should be made to the competent authority in the country of establishment of the transport operator. If the authority approves the application, the permit is communicated to the competent authority of the other Contracting Party.

The joint committee set up under Article 14 hereof decides on the form that the permit application takes and the supporting documents required.

[3] Permits are issued by joint agreement by the competent authorities of the Contracting Parties. The joint committee set up under Article 14 may decide that the permit issued by the country of establishment is also valid as a transit permit and determine the terms and conditions of this liberalisation.

The decision to grant or refuse a permit is taken within a period of three months unless there are special circumstances.

Permits are valid for a maximum of five years. They set out the operating conditions, including environmental and safety standards, which vehicles must meet.

[4] Changes in operating conditions and the cancellation of the service are decided under the procedure set out in paragraphs [2] and [3].

If there is no longer any demand for the service, the operator can cancel it giving three weeks notice to the competent authorities which issued the permit and to customers.

[5] If a service is being operated on a pool or sub-contracted basis, only one permit is issued to the lead firm but with as many copies as there are operators. The permit mentions the names of the pool members and sub-contractors.

### **Article 4 - [Occasional or similar services]**

[1] The occasional services and the shuttle services with accommodation operated by bus or coach and by hire vehicle are subject to a system of permits issued by the competent authority in the country of departure, destination or transit.

[2] As an exception to paragraph [1], the services listed below are exempt from any permit system on the territory of the host country:

(a) closed-door tours whereby the same vehicle is used to carry the same group of passengers throughout the journey and to bring them back to the place of departure;

- (b) services which make the outward journey laden and the return journey unladen;
- (c) services which make the outward journey unladen and the return journey laden, provided that passengers:
  - 1) constitute a group formed under a contract of carriage entered into before their arrival in the territory of the Contracting Party where they picked up and carried to the territory of the country of establishment;
  - 2) have been previously brought by the same carrier into the territory of the Contracting Party where they are picked up again and carried into the territory of the country of establishment;
  - 3) have been invited to travel into the territory of the country of establishment, the cost of transport being borne by the person issuing the invitation.
- (d) Services on own account.
- (e) Transport in hire vehicles.

A single passenger travelling in a hire vehicle is considered the same as a group of passengers.

- [3] The picking up of passengers on a liberalised service journey is not permitted unless special authorisation is granted.

The joint committee set up under Article 14 hereof may extend the permit exemption to other categories of occasional services, in particular to services where passengers are picked up on the journey and to other cat. C sub 2.3 services. In such a case, the joint committee lays down the conditions for that liberalisation, having regard inter alia to Article 11 para. 3.

- [4] The permit application should be made to the competent authority in the host country.

The joint committee set up under Article 14 hereof decides on the form that the permit application takes and the supporting documents required.

The decision to grant or refuse a permit is taken within a period of one month unless there are special circumstances.

- [5] The occasional services and shuttles with accommodation exempted from permit requirements and operated using buses or coaches must be covered by a control document. The conditions of use and the content of the control document are laid down by the joint committee referred to in Article 14 hereof.

**Article 5 - [Provisions common to passenger services]**

- [1] Transport permits are personal and are not transferable to other transport operators.

- [2] The running of cabotage services is prohibited. Local trips organised solely for a group of passengers brought to that location by the same transport operator are not deemed to be cabotage services provided that they are entered on the waybill.

### **Part III - Goods transport**

#### **Article 6 -[Permit system]**

- [1] Transport operators established on the territory of a Contracting Party may, under the system of prior authorisation by permit, undertake on the territory of the other Contracting Party:
- (a) transport between the territories of the two Contracting Parties;
  - (b) transport between a point on the territory of the other Contracting Party and a point on the territory of a third State, providing that the journey includes the country of establishment<sup>1</sup>. This restriction does not apply to unladen runs;
  - (c) transit transport.
- [2] Cabotage is only permitted with the special authorisation of the host country.

#### **Article 7 - [Exemption from permit requirements]**

- [1] As an exception to Article 6, the following categories of transport are exempted from permit requirements:
- (a) Transport by vehicles whose Total Permissible Laden Weight [TPLW], including trailers, does not exceed 6 tonnes, or when the permitted payload, including trailers, does not exceed 3.5 tonnes.
  - (b) Transport on an occasional basis, to or from airports, in cases where services are diverted.
  - (c) Transport of vehicles which are damaged or have broken down and the transport of breakdown repair vehicles.
  - (d) Unladen runs by a goods vehicle sent to replace a vehicle which has broken down in another country, and also the return run, after repair, of the vehicle that had broken down.
  - (e) Transport of livestock in special purpose-built or permanently converted vehicles for the transport of livestock, and are recognised as such by the competent authorities in the country of establishment.
  - (f) Transport of spare parts and provisions for ocean-going ships and aircraft.
  - (g) Transport of medical supplies and equipment needed for emergencies, more particularly in response to natural disasters and humanitarian needs.

---

<sup>1</sup> In some cases -- peripheral countries, small territories -- this restriction virtually equates to a prohibition. In that case, a separate quota is preferable, without the transit restriction.

- (h) Transport of works and objects of art for fairs and exhibitions or for non-commercial purposes.
- (i) Transport for non-commercial purposes of properties, accessories and animals to or from theatrical, musical, film, sports or circus performances, fairs or fetes, and those intended for radio recordings, or for film or television production.
- (j) Transport on own account.
- (k) Funeral transport.
- (l) The initial and terminal legs -- international and national --, by road of combined transport, providing, respectively, that the appropriate freight loading and unloading station closest to the point of loading or unloading of the freight is used or that the river or sea port of loading or unloading is located within 150 km of the point of loading or unloading of the freight.

[2] Transport of perishable goods is subject to a quota-free permit system.

[3] The Joint Committee referred to in Article 14 hereof may add to the list of transport categories exempted from the permit requirements set out in paragraph [1] and remove the quotas from categories other than the one specified in para. [2].

[4] Removals carried out by enterprises with special staff and equipment for this purpose are subject to a special quota-free permit system, the form and condition of use of which are decided by the European Conference of Ministers of Transport.

#### **Article 8 - [Permit conditions]**

[1] The competent authorities of the two Contracting Parties exchange an agreed number of blank permit forms every year.

[2] Permits are issued to resident transport operators by the competent authority or by a body designated by the said authority.

[3] Permits are personal and are not transferable to third parties.

[4] Permits can only be used for one vehicle at a time. In the case of combinations of vehicles, the motor vehicle is the determining factor in permit issue or exemption.

[5] The Joint Committee referred to in Article 14 hereof determines the quota, categories [journey and time] and any further conditions governing permit use.

[6] The running of cabotage services is prohibited except where specially authorised by the competent authority in the host country.

The Joint Committee referred to in Article 14 determines the national legislative and administrative provisions in the host country applicable to cabotage. These provisions are applied without discrimination.

## **Part IV - Common provisions**

### **Article 9 - [Tax provisions]**

- [1] Transport by means of vehicles registered on the territory of a Contracting Party temporarily operating on the territory of the other Contracting Party under the terms of this Agreement is exempt from payment of all tax related to the ownership, registration and running of the vehicle as well as special taxes on transport services.
- [2] The fuel contained in the normal, by the manufacturer build-in fixed tanks of the vehicle intended to drive the vehicle and operate motor vehicles at controlled temperature \$\$, as well as lubricants and spares are exempt from all import duty in the territory of the host country provided that the transport operator complies with the relevant customs regulations.
- [3] The transport covered by the terms of this Agreement is subject in the host country to the tolls and duties levied for the use of the road network or bridges. The tolls and charges are levied on resident and non-resident transport operators indiscriminately. The Contracting Parties may decide, on the proposal of the Joint Committee referred to in Article 14, to exempt the initial and terminal legs of combined transport from tolls and duties.

### **Article 10 - [Weights and dimensions]**

- [1] The permissible maximum weight, axle weight and dimensions of vehicles must not exceed those entered in the registration documents nor the upper limits in force in the host country.
- [2] The use in the host country of vehicles whose weight, dimensions or load exceed the permissible upper limits is permitted only with a special permit applied for in advance.

### **Article 11 - [Equipment and other characteristics]**

- [1] Vehicles carrying dangerous goods or perishable goods must be fitted out and equipped in accordance with the requirements of the ADR and ATP Conventions.
- [2] Equipment used to monitor crew driving and rest time on vehicles must comply with the provisions of the AETR Agreement.
- [3] The Contracting Parties undertake to promote, within the framework of this Agreement, the use of vehicles meeting stringent safety and emission standards.

The Contracting Parties, in their road transport relations, shall generally endeavour to apply environmental and safety standards in force in the European Union, having regard to the dates vehicles were first registered and time frames agreed within the framework of international agreements and the European Conference of Ministers of Transport.

In line with this policy, the joint committee referred to in Article 14 can, when deciding on quotas and future liberalisation, give more favourable treatment to vehicles that meet the most modern safety and emission standards.

#### **Article 12 - [Control]**

The permits, control documents and other papers in order required under this Agreement, as well as the consignment note, waybills, insurance certificates, training certificates and all papers required under multilateral or bilateral agreements or under national law, must be kept in vehicles and be produced at the request of by control officials.

The transport operator on own account is required to provide evidence of this status at the request of control officials.

#### **Article 13 - [Obligations of transport operators and penalties]**

[1] The transport operators of a Contractor Party have a duty, on the territory of the other Contracting Party, to comply with obligations arising from multilateral international agreements to which the two parties are contracting parties, from the present Agreement as well as other bilateral agreements, and from national legislation, particularly traffic and enforcement \$ rules, customs arrangements and any permit conditions and restrictions.

[2] Without prejudice to criminal proceedings, the competent authorities in the country of establishment may, in the event of serious or repeated infringements committed on the territory of the host country, and at the latter's request, take the following administrative action:

- issue a warning,
- prohibit access to the territory of the Contracting Party where the infringement(s) was(were) committed.

In particularly serious cases, the competent authority of the host country may temporarily prohibit access pending a decision by the authority in the country of establishment.

The Contracting Parties shall keep each other mutually informed on decisions taken.

#### **Article 14 - [Collaboration and joint committee]**

[1] The competent authorities of the Contracting Parties shall take the necessary steps to implement and apply this agreement and pass on any useful information to each other. The competent authorities shall also keep each other mutually informed of any change in national law affecting the application hereof.

The competent authorities shall afford each other mutual assistance for the purpose of implementing this Agreement. Personal data passed on within the framework of co-operation between the Contracting Parties shall be protected by a guarantee of confidentiality and cannot be used for any purpose other than the one for which they were communicated.

- [2] A joint committee shall be set up, comprising delegates from each Contracting Party for the reasons stated in par. 1. The joint committee is responsible for implementing Articles 3, 4, 7 and 8 hereof and, generally, for reviewing all questions concerning relations between the Contracting Parties in the field of road transport, including aspects concerning safety, environmental protection, crew employment rights, technical issues, promotion of inter-enterprise and intermodal collaboration and crisis management.

**Part V - Final provisions**

**Article 15 - [Entry into force and length of the Agreement]**

The present Agreement shall enter in force on \_\_\_\_\_

It may be denounced on \_\_\_\_\_

**Article 16 - [Cancellation clause]**

Possibly.

Made at \_\_\_\_\_, on \_\_\_\_\_