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Administrative Committee for the TIR Convention, 1975
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agenda item 4 (a) (ii))

ACTIVITIES OF THE TIREXB

Example of an Authorization Agreement

Note by the TIR Secretary

1. The TIR Executive Board (TIRExB), at its seventh session (12 and 13 October 2000) had considered a first draft of an example of an Authorization Agreement between competent authorities and national guaranteeing associations prepared by the TIR Secretary. The TIRExB felt that such an example, in line with the relevant provisions of the revised Convention, could provide guidance on the legal act to be established between guaranteeing associations and the national Customs authorities, particularly for those countries that had only recently acceded to the Convention. The example should include the rights and obligations of national guaranteeing associations in accordance with Article 6 and Annex 9 of the Convention (TRANS/WP.30/AC.2/2001/1).
2. The Administrative Committee may wish to review the example of an Authorization Agreement as contained below which has been prepared by the TIR Secretary.

3. The example of the Authorization Agreement contained below distinguishes between two separate issues that are, in a number of Contracting Parties to the Convention, addressed by two independent legal acts:

- Authorization of a national association to issue TIR Carnets and to act as guarantor.
- Agreement between the Customs authority and the national association on the conditions for this authorization (undertaking by the national association).

4. The example agreement will be considered by the TIRExB at its eighth session (23 and 24 January 2001). Any modification to the text of the example agreement below, made by the TIRExB at its January session, will be contained in an Addendum or Corrigendum to the present document.

EXAMPLE
AUTHORIZATION OF ASSOCIATIONS
TO ISSUE TIR CARNETS AND TO ACT AS GUARANTOR

1. In accordance with Article 6, paragraph 1 of the Customs Convention on the International Transport of Goods under Cover of TIR Carnets (TIR Convention, 1975) done at Geneva on 14 November 1975 as later amended (hereafter referred to as TIR Convention), the (name of association) is hereby authorized to issue TIR Carnets covered by the TIR Convention in (name of country/Customs or Economic Union) as long as the minimum conditions and requirements as stipulated in Annex 9, Part I of the TIR Convention are fully complied with.

2. To obtain this authorization the (name of association) has to:

- (a) Prove its existence for at least one year as an established association representing the interests of the transport sector.
- (b) Give proof of sound financial standing and organization capabilities enabling it to fulfil its obligations under the TIR Convention.
- (c) Prove the knowledge of its staff in the proper application of the TIR Convention.
- (d) Fulfil the demand of absence of serious or repeated offences against Customs or tax legislation.
- (e) Establish a written agreement/legal instrument with (name of competent authorities) of (name of Contracting Party) and an undertaking herein in conformity with the provisions of Annex 9, Part I, paragraph 1 (f) of the TIR Convention.

3. In the event of any serious or repeated non-compliance with the minimum conditions and requirements stated in Annex 9, Part I of the TIR Convention, this authorization shall be revoked by the competent authorities of (name of country/Customs or Economic Union)

4. Authorization under the terms set out above shall be without prejudice to the responsibilities and liabilities of the (name of association) under the TIR Convention. This means that revocation of the authorization to issue TIR Carnets shall not affect the liabilities incurred by (name of association) in (name of country/Customs or Economic Union) in which it is established in connection with operations under cover of TIR Carnets issued by itself and by foreign associations affiliated to the same international organization as that to which it is itself affiliated.

EXAMPLE AGREEMENT

A. LIABILITY

1. The (name of association) shall be liable jointly and severally with the persons from whom import taxes and any default interest are due for payment of such sums in case claim might be raised by the competent authorities of (name of country/Customs or Economic Union) on the basis of the TIR Convention and any associated (name of country) legislation.

2. The liability of the (name of association) shall commence at the times specified in Article 8, paragraph 4 of the TIR Convention (1975). Otherwise the liability follows from the provisions of the TIR Convention.

B. UNDERTAKING

3. By accepting this authorization in the appropriate form, in accordance with national legislation and administrative practice, the (name of association) undertakes, in accordance with Annex 9, Part I of the TIR Convention, to:

- (i) comply with the obligations laid down in Article 8 of the TIR Convention;
- (ii) accept the maximum sum per TIR Carnet determined by (name of country/Customs or Economic Union) which may be claimed from (name of association) in accordance with Article 8, paragraph 3 of the TIR Convention;

- (iii) verify continuously and, in particular, before requesting authorization for access of persons to the TIR procedure, the fulfilment of the minimum conditions and requirements by such persons as laid down in Part II of Annex 9 of the TIR Convention;
 - (iv) provide its guarantee for all liabilities incurred in (name of country/Customs or Economic Union) in which it is established in connection with operations under cover of TIR Carnets issued by itself and by foreign associations affiliated to the same international organization as that to which it is itself affiliated;
 - (v) cover its liabilities to the satisfaction of the competent authorities of (name of country/Customs or Economic Union) in which it is established with an insurance company, pool of insurers or financial institution. The insurance or financial guarantee contract(s) shall cover the totality of its liabilities in connection with operations under cover of TIR Carnets issued by itself and by foreign associations affiliated to the same international organization as that to which it is itself affiliated;
 - (vi) allow the competent authorities to verify all records and accounts kept relating to the administration of the TIR procedure;
 - (vii) accept a procedure for settling efficiently disputes arising from the improper or fraudulent use of TIR Carnets;
 - (viii) agree that any serious or repeated non-compliance with the present minimum conditions and requirements shall lead to the authorization to issue TIR Carnets being revoked;
 - (ix) comply strictly with the decisions of the competent authorities of (name of country/Customs or Economic Union) in which it is established concerning the exclusion of persons in line with Article 38 and Annex 9, Part II of the TIR Convention;
 - (x) agree to implement faithfully all decisions adopted by the Administrative Committee and the TIR Executive Board (TIRExB) in as much as the competent authorities of (name of country/Customs or Economic Union) in which the association is established have accepted them.
4. The minimum conditions and requirements laid down above in Part B. are without prejudice to any additional conditions and requirements that the competent authorities (name of country/Customs or Economic Union) may wish to prescribe.

C. MAXIMUM GUARANTEE PER TIR CARNET

5. The maximum amount that may be claimed by the competent authorities of (name of country/Customs or Economic Union) from (name of association) shall be limited to \$US 50,000.- (fifty-thousand) per TIR Carnet.

6. In the case of transport of alcohol and tobacco, details of which are given in Annex 6, Explanatory Note 0.8.3 of the TIR Convention, the maximum amount that may be claimed by the competent authorities of (name of country/Customs or Economic Union) from (name of association) shall be limited to \$US 200,000.- (two-hundred-thousand) per TIR Carnet.

7. The value of the above amounts in national currency shall be determined (monthly/annually/etc.) on the basis of (conversion rate, etc.)

D. ENTRY INTO FORCE

8. An authorization given on the basis of the agreement shall enter into force on (date) (month) (year) on condition that documentary evidence for coverage of all liabilities incurred in (name of country/Customs or Economic Union) by (name of association) as referred to in Part B. (v) above is produced. In case documentary evidence is not provided by this date, the authorization shall enter into force on the date at which such documentary evidence is provided

[9. For associations affiliated to the International Road Transport Union (IRU) and in accordance with the relevant comment adopted by the TIR Administrative Committee in 1998 (TRANS/WP.30/AC.2/49; Annex II as amended by TRANS/WP.30/AC.2/51, paras.17 and 19) documentary evidence may be produced, by a true and certified copy of the full and integral text of the global insurance contract concluded between the international global insurers and each of the member associations of the IRU as beneficiaries. It is exceptionally admissible, for a temporary period, that the global insurance contract is concluded and signed by representatives of the IRU, acting on its own behalf, on behalf of its member associations and third parties, and by representatives of the international insurers only. Under these circumstances, a certificate of insurance made out by the international insurers, stating the name(s) of the insurance company(ies) and the name of the (name of association) as beneficiary. Any modification in the global insurance contract must be brought immediately to the attention of the competent authorities of (name of country/Customs or Economic Union)] ^{*/}

^{*/} The provisions in square brackets [...] refer to the specific case of the international insurance system administered by the IRU.

E. TERMINATION

10. The present agreement can be terminated unilaterally at any time if the association or the competent authorities so wish. The time to give notice for the termination of this agreement shall be (days/month(s) less than the time to give notice for the termination of the insurance or financial guarantee contract as referred to in Part B. (v) above) [For associations affiliated to the International Road Transport Union (IRU) and in accordance with the relevant comment adopted by the TIR Administrative Committee in 1998 (TRANS/WP.30/AC.2/49; Annex II as amended by TRANS/WP.30/AC.2/51, paras. 17 and 19) the time to give notice for the termination of the global insurance contract concluded between the international global insurers and each of the member associations of the IRU as beneficiaries shall be six months.] ^{*/}

11. The termination of the agreement shall be without prejudice to the responsibilities and liabilities of the (name of association) under the TIR Convention.

12. The authorization to issue TIR Carnets and act as a guarantor given after this agreement shall cease at the date where the notice of termination is received by either of the parties. The seizure of the authorization does not in any way effect the liability for TIR Carnets already issued.

^{*/} The provisions in square brackets [...] refer to the specific case of the international insurance system administered by the IRU.