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Item 6 (b) of the provisional agenda

Customs Convention on the Temporary Importation of Private Road Vehicles (1954) and Commercial Road Vehicles (1956):

Issues in the application of the Convention

Memorandum of Understanding between the Fédération Internationale de l'Automobile and the United Nations Economic Commission for Europe concerning revitalization and digitalization of relevant United Nations inland transport conventions*

Submitted by the secretariat

Background

In Annex, the secretariat submits the draft text of a Memorandum of Understanding (MOU) between the Fédération Internationale de l'Automobile (FIA) and the United Nations Economic Commission for Europe (UNECE) concerning revitalization and digitalization of relevant United Nations inland transport conventions, for information and, possibly, acceptance by the Working Party.

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Annex

Memorandum of Understanding between Federation International de l'Automobile and the United Nations Economic Commission for Europe concerning the revitalization and digitalization of relevant United Nations inland transport conventions

THIS MEMORANDUM OF UNDERSTANDING (MOU) is signed on / /2021

Between:

1. FEDERATION INTERNATIONALE DE L'AUTOMOBILE, having its secretariat at Chemin de Blandonnet 2, 1214 Vernier, Geneva, Switzerland (Hereinafter referred to as "FIA"); and
2. UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE, having its headquarters at Palais des Nations, CH - 1211 Geneva 10, Switzerland (hereinafter referred to as "UNECE").

FIA and UNECE are hereinafter referred to individually as "Party" and collectively as "Parties".

WHEREAS,

(a) FIA is a global organization that promotes motor sport but also safe, sustainable and accessible mobility for all road users across the world. FIA aims to ensure that safe, affordable and clean systems of transport are available to all. The promotion of safe and sustainable forms of mobility has in turn led the FIA to commit to global sustainability initiatives and to find its own major response to road safety concerns. FIA is a membership-based organization managing the AIT/FIA Carnet de Passage en Douane (CPD) network that has special consultative status with the United Nations Economic and Social Council since 1972;

(b) UNECE is a regional commission established by the United Nations Economic and Social Council to promote pan-European economic integration by bringing together 56 member States and administering 59 United Nations legal instruments on transport with global participation;

NOW, THEREFORE, in recognition of their common interests and objectives, and in order to supplement and strengthen the existing understandings amongst the Parties with respect to cooperation in the digitalization of relevant inland transport conventions, the Parties confirm their mutual understanding of the following:

Article 1

Purpose

1.1 The purpose of this MOU is the revitalization and digitalization of the Customs Convention on the temporary importation of commercial road vehicles (Signed at Geneva on 18 May 1956) and of the Customs Convention on the temporary importation of private road vehicles (Done at Geneva on 4 June 1954); To this end, the Parties plan to work together towards the digitalization of the "carnet de passages en douane (CPD)" which both Conventions stipulate.

1.2 The purpose of this MOU is strictly limited to expressing a desire of the Parties for mutual cooperation and is not intended to impose any legal obligation of any nature on either Party.

1.3 This MOU shall not in any manner supersede the existing understandings and other arrangements between the Parties.

Article 2

Scope of cooperation

Within the context of their respective mandates, objectives and procedures, the Parties shall cooperate in the following areas:

- (a) Identify and evaluate current good practices on the digitalization of transport / customs documents including the eTIR international system and eCMR in order to identify the most efficient solution / approach for the digitalization of CPD;
- (b) Prepare the text of an Annex or Protocol - to be decided in consultation with contracting parties to both Conventions during the sessions of the Working Party on Customs Questions affecting Transport (WP.30)- to both Conventions that describes and defines the provisions for the implementation of the electronic CPD for adoption or accession by the contracting parties to both Conventions;
- (c) Develop and implement, if needed and as appropriate, joint programmes and projects in mutually identified areas; More specifically:
 - Analyze the workflow of CPD production and dissemination and prepare similar workflow for eCPD;
 - Analyze and list the data set needed in order to design the production of the eCPD;
 - Initiate projects on the development of the actual tool that will produce the eCPD; If needed and agreed, terms of reference of such projects could be prepared and included as annexes to the current memorandum;
- (d) Organize, if needed and as appropriate, capacity building workshops, seminars and meetings jointly in order to collect good practices / approaches and ideas for the implementation of the electronic CPD or for the promotion of the electronic CPD; and
- (e) Exchange analytical reports, publications, technical materials, expert services and other information related to the purposes of this MOU.

Article 3

Objectives

Cooperation and partnership between the Parties under this MOU is based on the overarching mutual recognition of:

- (a) The need to revitalize both Conventions on the temporary importation of commercial road vehicles (1956) and on the temporary importation of private road vehicles (1954);
- (b) The need to prepare and implement an electronic CPD;
- (c) The need to encourage full participation of all stakeholders, contracting parties and users; and
- (d) The need to design, implement and maintain result-oriented electronic tools that further facilitate the efficient implementation of the Conventions while adapting to new business environments.

Article 4

Focus of joint activities

4.1 With a view to achieving the purposes of the MOU, the Parties intend to:

- (a) Promote the revitalization of both Conventions under discussion;
- (b) Support the most efficient and neutral possible approach / solution for the digitalization of CPD which would ensure a sustainable operational future and increase in the number of users;

(c) Promote the digitalization of CPD and promote adoption or accession of the relevant legal text by as many as possible contracting parties to both conventions;

(d) Organize capacity building workshops that promote the use of electronic CPD ensuring its use by as many as possible users;

(e) Develop an efficient electronic tool that would establish and ensure sustainable operations of the electronic CPD following the successful examples of other United Nations inland transport conventions such as the TIR Convention / eTIR international system;

(f) Promote the electronic interconnection of the electronic CPD tool with eTIR international system and eCMR, creating a single “one stop shop” platform for the final users of these Conventions creating economies of scales, operational advantages and integrated promotion of all tools;

(g) Enhance national capabilities and devise effective strategies and programmes for interconnection of national customs systems with the tool of the electronic CPD, further increasing the use of CPDs; and

(h) Carry out performance reviews of the contracting parties using the electronic CPD tool with the scope to evaluate its efficiency and ensure its continuous improvement.

4.2 Parties to this MOU shall respect and protect the rights of users to privacy

4.3 The above-mentioned areas may be amended from time to time with mutual written consent of the Parties.

Article 5

Exchange of information

The Parties recognize that effective cooperation in the transport sector depends on open, comprehensive and regular exchange of information. To the extent possible in accordance with their respective policies concerning disclosure of information, the Parties intend to make appropriate arrangements to:

(a) exchange copies of publications and all public documents related to the Conventions under discussion and related issues, and

(b) exchange information posted on their respective websites of conferences, seminars and workshops being organized or sponsored.

Article 6

Reciprocal invitations

The Parties recognize that appropriate representation is important to emphasize their common interests, purposes and intentions in substantive terms. The Parties therefore intend to invite each other, where appropriate, to meetings, conferences, seminars and workshops relevant to cooperation in the priority areas set out in this MOU.

Article 7

Periodic consultations

The Parties recognize the significance of convening periodic mutual consultations to review the planned, ongoing, implemented, and achieved activities under this MOU, to evaluate the results of such activities and to explore and discuss new challenges, opportunities and problems related to the areas of cooperation under this MOU. It is the understanding of the Parties that such consultations shall be conducted periodically as and when required but not less than once a year.

Article 8

Focal points

For purposes of coordination and administration of this MOU, the Parties designate their respective contact/focal points as follows:

For FIA:

Attention: The Director, Tourism Services
FIA, Chemin de Blandonnet 2, 1214 Vernier, Geneva, Switzerland
Tel.: +41 22 544 44 00
Fax: +41 22 544 44 50
Email:

For UNECE:

Attention: The Director, Transport
Sustainable Transport Division
Palais des Nations, CH – 1211 Geneva 10
Switzerland
Tel.: +41 (0) 22 917 24 00
Fax: +41 (0) 22 917 00 39
Email:

Article 9

Preparation, implementation and evaluation of activities

9.1 The Parties will endeavour to prepare:

- (a) A list of all current operational cooperation activities and their status of implementation;
- (b) A list with a brief description of all planned cooperation activities for the next three years; and
- (c) An indicative list of planned cooperation projects for two subsequent years.

9.2 The Parties will endeavour to ensure that:

- (a) Their respective appropriate program managers will be responsible for the implementation of cooperation activities listed within their areas of responsibility for activities under this MOU;
- (b) Their respective appropriate program managers will provide brief reports as necessary to their respective units on the status of implementation of all cooperation activities listed within their areas of responsibility under this MOU;
- (c) The Parties will conduct joint mid-term reviews of the implementation of the MOU and consider further cooperation activities.

Article 10

Acknowledgements and use of institutional emblems

The Parties recognize that their involvement in joint cooperation activities under this MOU will be publicized. Therefore, the Parties understand that:

- (a) There will be public acknowledgment of the role and contribution of each Party to cooperation projects in all public information documentation related to such cooperation;
- (b) Information related to activities under this MOU may be made available through customary channels according to the normal procedures and policies of each Party. Results derived from joint research projects shall be published with public acknowledgement of the role and contribution of each Party; and

(c) The use of emblems of each Party in documentation related to activities under this MOU will be in accordance with the current policies of each Party concerning such usage.

Article 11

Term and review of the MOU

11.1 The MOU is concluded for a period of three (3) years with the possibility of an extension subject to the agreement of the Parties, and it shall enter into force upon signature by both Parties. The MOU shall remain valid until such time as any Party provides a written notice of termination to the other Party with a minimum notice period of six (6) months.

11.2 Should the MOU be terminated by one Party, steps shall be taken to ensure that the termination is not prejudicial to any program or activity undertaken within the framework of the MOU.

11.3 This MOU may be amended at any time by mutual agreement of the Parties and the intention to amend any terms and/or conditions shall be communicated to the other Party in writing.

Article 12

Miscellaneous

12.1 Any specific activity under this MOU shall be governed by a separate project document or written agreement/communication.

12.2 Any specific activity under this MOU shall be subject to the approval of the respective authorities of the Parties in accordance with their rules and procedure.

12.3 All information obtained and derived from exchange of information either in writing or otherwise shall be treated as confidential during and after the expiration of this MOU unless otherwise mutually agreed upon in writing by the Parties.

[END OF ARTICLES]

Execution page

IN WITNESS WHEREOF, the undersigned duly appointed representatives of the Parties have signed the present MOU concerning digitalization of relevant United Nations inland transport conventions in two counterparts on the day and year first above written.

For and on behalf of Fédération Internationale de l'Automobile
Mr. Jean Todt
President

For and on behalf of United Nations Economic Commission for Europe
Mrs. Olga Algayerova
Executive Secretary
