

NORTHERN CORRIDOR TRANSIT AGREEMENT

Bujumbura, February 1985

Nairobi, November 1985

Kigali, May 1987

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NORTHERN CORRIDOR TRANSIT AGREEMENT

The Government of the Republic of Burundi,
the Government of the Republic of Kenya,
the Government of the Republic of Rwanda,
the Government of the Republic of Uganda, and
the Executive Council of the Republic of Zaïre,

hereafter referred to as the Contracting parties, ? *

ANIMATED by the desire to maintain, further develop and strengthen friendly relations and co-operation between their countries;

BEING AWARE of the growing interdependence of nations, regionally and internationally;

BEING OF THE VIEW that no country, whether land-locked or not, should be isolated from the rest of the world;

DESIROUS TO ENSURE the smooth and rapid movement of goods originating from or destined to a Contracting Party in transit the territories of other Contracting Parties;

RECALLING the Treaty for the Establishment of the Preferential Trade Area for Eastern and Southern Africa (Lusaka, 1981) and the International Convention on Mutual Administrative Assistance for the Prevention, Investigation and Repression of Customs offences (Nairobi, 1977) to which most of the Contracting parties have subscribed;

TAKING INTO ACCOUNT the intentions and principles enunciated in the Convention and Statute on Freedom of Transit (Barcelona, 1921), the Customs Convention on Containers (Geneva, 1972), the Convention on the Simplification and Harmonization of Customs Procedures, (Kyoto, 1973), and the Convention on International Multimodal Transport of Goods (Geneva, 1980);

RECOGNIZING the importance of adequate transit traffic arrangements for the international trade and for the economic progress of land-locked States;

REITERATING their commitment to developing and maintaining a rational, co-ordinated and mutually beneficial system of transport and communications in the Northern Corridor;

have agreed as follows:

SECTION 1. PURPOSE AND OBJECTIVE

Article 1 ?

The Contracting Parties agree that the Northern Corridor as defined in this Agreement provides a most effective route for the surface transport of goods between their respective countries and the sea and that the purpose of this Agreement is to promote its use.

The Contracting Parties agree to grant each other the right of transit in order to facilitate movement of goods through their respective territories and to provide all possible facilities for traffic in transit between them, in accordance with the provisions of this Agreement, its Annex and Protocols.

The Contracting Parties shall take all necessary measures:

- (a) For the expeditious movement of traffic and for the avoidance of unnecessary delays in the movement of goods in transit through their territories;

- (b) To minimize the incidence of Customs fraud and avoidance; and

- (c) To bring about simplification and harmonization of documentation and procedure relevant to the movement of goods in transit.

SECTION 2. DEFINITIONS

Article 2 ?

For the purpose of this Agreement, its Annex and Protocols the following terms and expressions shall have the meanings hereby assigned to them:

Border control services: Services of the Contracting Parties competent to carry out border controls, such as frontier police, Customs, plant protection and veterinary inspections services, and any other services as may be deemed necessary;

Carrier: A legal or natural person who is authorized in accordance with the national laws and regulations of the Contracting Parties to carry goods by rail or road, or any other mode of transport, for hire or reward or on own account;

Contracting Parties: With reference to this Agreement, its Annex and Protocols, Burundi, Kenya, Rwanda, Uganda and any other State acceding to this Agreement in accordance with Article 53;

Land-locked State: A State which has no sea coast or which does not have a direct link with the sea coast through its own territory;

Means of transport: A particular vehicle, railway wagon, vessel or other device used for the transport of goods or persons, including – where the local situation so requires – porters and pack animals;

Mode of transport: Method used for the movement of goods;

Northern Corridor: The transport infrastructure and facilities in East Africa served by the port of Mombasa in the Republic of Kenya;

Northern Corridor States: The countries utilizing the Northern Corridor;

Person: Natural and legal person, unless the context otherwise requires;

Rights of transit: Rights agreed between Contracting Parties for the passage of **traffic in transit** across their territories;

Road Transport Permit: Document issued for a road vehicle by a Contracting Party to permit the vehicle to enter and leave, or pass in transit through, the territories of the Contracting Parties;

Traffic: Movement of means of transport and goods;

Traffic in transit: Passage of **traffic** across the territory of a Contracting Party with or without transshipment, warehousing, breaking bulk, cleaning, repairing, repacking, assembly, disassembly, reassembly of machinery and goods, and change of mode and means of transport when any such operation is undertaken solely for the convenience of⁶

transportation, provided that such passage is only a portion of a complete journey beginning and terminating beyond the frontier of the State across whose territory the traffic passes;

Transit: Passage across the territory of a Contracting Party when such passage is only a portion of a complete journey, beginning and terminating beyond the frontier of the State across whose territory the transit takes place;

Transit employee: Person employed by a carrier or other party engaged in **traffic in transit**;

Transit route: Land route or inland waterway designated by a Contracting Party within its territory for the passage of **traffic in transit**;

Transit State: State with or without sea coast, through whose territory **traffic in transit** passes;

Vehicle: any power-driven vehicle which is constructed or adapted for use for the carriage of goods by road, and any trailer or semi-trailer designed to be drawn by such vehicles.

SECTION 3. RIGHT OF TRANSIT

Article 3 ?

Each Contracting Party shall grant to the other Contracting Parties the right of transit through its territory, under the conditions specified in this Agreement and the provisions of its Protocols. The Contracting Parties shall provide each other with the facilities and guarantees required for this purpose.

Article 4 ?

The Contracting Parties shall not exercise any discrimination with regard to the country of origin, consignment or final destination of the goods, or any circumstances relating to the ownership of goods, or the ownership of country of registration of means of transport used provided that goods originating or vehicles registered in South Africa shall not benefit from the transit facilities and privileges provided for in this Agreement.

SECTION 4. MARITIME PORT FACILITIES

Article 5

The Government of Kenya undertakes to provide, within its capabilities, the necessary maritime port facilities to the Northern Corridor States at the port of Mombasa, at costs and under conditions specified in the Protocol No. 1 to this Agreement on Maritime port facilities.

SECTION 5. TRANSIT ROUTES AND FACILITIES

Article 6 ?

The transit routes and other ancillary facilities used for traffic in transit shall be specified in the Protocol No.2 to this Agreement on transit routes and facilities; transit routes for the purpose of Customs control shall be specified in the Protocol No.3 to this Agreement on Customs control.

Article 7 ?

The Contracting Parties, with a view to facilitating the operation of traffic in transit, shall provide and maintain stop over facilities which shall include storage buildings, loading, unloading and other ancillary facilities, commensurate with the nature and volume of traffic, at places and under conditions specified in the Protocol No.2 to this Agreement on Transit routes and facilities.

Article 8 ?

The Contracting Parties shall take all measures necessary for the safety of traffic in transit, along transit routes specified in the Protocol No.2 to this Agreement on transit routes and facilities.

SECTION 6. FRONTIER FACILITIES AND SERVICES

Article 9

The Contracting parties shall provide adequate facilities and take appropriate measures to ensure the clearance of traffic in transit in the shortest time possible at their respective designated frontier points.

Article 10

To ensure the smooth and expeditious movement of traffic in transit, the Contracting Parties undertake to:

- (a) Establish posts at designated frontier points with control areas which are physically adjacent and arranged in such a way that means of transport and goods can be examined at the same place, so that repeated unloading and reloading may be avoided;
- (b) Ascertain that adequate manpower resources are made available for the speedy completion and clearance of frontier formalities, such as immigration, Customs, health and exchange controls;

- (c) Provide warehousing facilities for the storage of goods in Customs bond;
- (d) Co-ordinate the working hours of adjacent frontier posts;
- (e) Provide adequate and secure parking space for containers and for trucks and other vehicles awaiting clearance; and
- (f) Provide and maintain rapid and reliable mail and telecommunication services.

SECTION 7. CUSTOMS CONTROL

Article 11

The Contracting Parties shall limit the Customs control of means of transport and of goods passing through their territories in transit to the minimum required to ensure compliance with the laws and regulations which the Customs are responsible for enforcing.

Article 12?

The Contracting Parties shall facilitate joint Customs inspection of traffic in transit at their designated frontier points where deemed necessary.

Article 13

For the purpose of Customs control, the Contracting Parties undertake to implement the provisions specified in the Protocol No.3 to this Agreement on Customs control.

SECTION 8. DOCUMENTATION AND PROCEDURES

Article 14

1. The Contracting Parties recognize that documentation and procedures represent important cost and time elements affecting the efficiency of transit operations and agree to keep these costs and delays to a minimum.
2. The Contracting Parties therefore undertake
 - (a) To limit the number of documents and reduce to the extent possible procedures and formalities required for their traffic in transit;
 - (b) To align their documents to the United Nations Layout Key for Trade Documents;
 - (c) To harmonize, as far as possible, commodity codes and descriptions with those commonly used in international trade;

- (d) To review periodically the need for and usefulness of all documents and procedures prescribed for traffic in transit; and
- (e) To eliminate any documents and formal requirements which are agreed to be considered superfluous or not serving any particular purpose.

Article 15

The Contracting Parties undertake

- (a) To consider the combining of procedures and documents into multiple functions so that transit carriers will not be subjected unnecessarily to repeated procedures and duplicated documentary requirements.
- (b) To organize a focal point for co-ordination of information needed for cargo handling, port and terminal clearance and onward transport and for the dissemination of such information to the parties concerned, in order to avoid bottlenecks in the transport chain due to unduly delayed documentation.

Article 16

The Contracting Parties shall give due advance notice to the other Contracting Parties of any additional requirement or modification in prescribed documentation and procedures to be introduced in regard to traffic in transit.

Article 17

The documentation and procedures to be applied by the Contracting Parties in the implementation of this Agreement shall be specified in the Protocol No.4 to this Agreement on Documentation and procedures.

SECTION 9. TRANSPORT

Article 18 ?

Each Contracting Party shall allow the use of means of transport registered in another Contracting Party, for traffic in transit on its territory, and shall allow the transit carriers to select the mode and means of transport to be used in such traffic.

Article 19

Unless specific permission has been obtained from the Contracting Party concerned, means of transport registered in one Contracting Party shall be prohibited from carrying passengers and goods in internal transport within the territory of another Contracting Party.

Article 20 ?

Each Contracting Party shall permit means of transport of another Contracting Party to remain on its territory until such time as they can be brought out of the country, taking into account all the circumstances of the transport operation for which they are used.

Article 21

The Contracting Parties shall review the technical requirements regarding means of transport used in traffic in transit with a view to the harmonization and establishment of common standards regarding vehicle dimensions, maximum weights and loads, and related matters.

Article 22 ?

If the Contracting Parties deem it necessary, they may from time to time agree on the number of road vehicles that may be used in traffic in transit on their territories.

Article 23

Where special Road Transport Permits are prescribed as a condition for using a road vehicle in traffic in transit, such permits shall be issued for a period of not less than one year.

Article 24 ?

Each Contracting Party agrees that means of transport of any other Contracting Party shall be entitled to the provision of fuel and lubricants, necessary for their operation of traffic in transit on their territories, on the same conditions as apply to national means of transport.

Article 25 ?

The Contracting Parties shall grant nationals of other Contracting Parties treatment equal to that of their own nationals in the allocation of services and means of transport for traffic in transit.

Article 26 ?

The Contracting Parties shall apply to the means of transport of the other Contracting Parties the same charge and other financial obligations as those applied to their national means of transport.

Article 27

The Contracting Parties agree, in case of natural calamities, to make every effort in order to ensure a speedy and unimpeded flow of relief consignments through their territories.

Article 28

The Contracting Parties shall grant permission to transport companies carrying out traffic in transit on their territories to establish offices for the purpose of operating such traffic.

Article 29

The Contracting Parties shall take the steps necessary for the insurance of their means of transport to cover third party liability incurred in the course of traffic in transit, in compliance with laws and regulations in force in the country of transit and in accordance with the provisions specified in the Protocol No.9 to this Agreement on Third party motor vehicle insurance.

Article 30

For the operation of traffic in transit by specific mode of transport, the Contracting parties shall apply the provisions specified in Protocol No.5 to this Agreement of Transport by rail of goods in transit and in Protocol No.6 to this Agreement on Transport by road of goods in transit.

Article 31

Dangerous goods carried in transit through the territories of the Contracting Parties shall be handled in accordance with the provisions specified in the Protocol No.7 to this Agreement on Handling of dangerous goods.

SECTION 10. FACILITIES FOR TRANSIT EMPLOYEES

Article 32

The Contracting parties shall grant to persons engaged in traffic in transit who are subject to visa requirements, multiple entry visas for periods determined in relation to the expected duration of their employment.

Article 33

The Contracting Parties shall grant permits to work on their territory to nationals of other Contracting Parties employed for the purpose of transit operations, on the terms and conditions specified in the Protocol No.8 to this Agreement on Facilities for transit agencies and employees.

Article 34

The Contracting Parties shall recognize driving permits issued by other Contracting Parties which are valid for the category of vehicle used for traffic in transit.

SECTION 11. RATES, CHARGES AND PAYMENT ARRANGEMENTS ?

Article 35

No duties, taxes, or charges of any kind, whether national, provincial or municipal and regardless of their designation and purposes, shall be levied on traffic in transit, except charges for administrative expenses entailed for traffic in transit, and charges which are generally applicable for traffic in the territories of the Contracting Parties, such as charges levied on the use of toll roads, bridges, tunnels and ferries, warehousing and parking fees, or other similar charges, and sales taxes imposed on the cost of services rendered and on purchases made during the voyage.

Article 36

The Contracting Parties agree that any charges, expenses or financial obligations incurred in regard to means of transport and labour used for transit operations, or administrative expenses entailed or actual cost of services rendered, should be calculated on the same basis as for similar domestic transport operations.

SECTION 12. APPLICATION OF THE PROVISIONS OF THE AGREEMENT ?

Article 37

The Contracting Parties agree to establish, within six months of the entry into force of this Agreement, an authority for the co-ordination of transit transport in the Northern

Corridor to be known as the "Transit Transport Co-ordination Authority" (TTCA), with mandate, composition and functions as set out in the Annex to this Agreement.

Article 38

Decisions taken by the Transit Transport Co-ordination Authority regarding the application of this Agreement, shall be binding on the Contracting Parties. However, any proposal of the Authority which would necessitate amendment of the provisions of this Agreement, its Annex and Protocols shall be implemented only after having been approved through the amendment procedure established for that purpose in this Agreement. The Contracting Parties shall have the right to invite – beside the regular members of the Transit Transport Co-ordination Authority – experts to participate in the consideration of particular matters brought before the Authority. The Contracting Parties shall inform the other Contracting Parties of the procedures established in their countries for the approval of amendments proposed by the Authority.

Article 39

The Transit Transport Co-ordination Authority reports on its recommendations and findings to the Contracting Parties after each session.

SECTION 13. SETTLEMENT OF DISPUTES ?

Article 40

Any dispute, controversy or claim between the Contracting Parties arising out of or relating to this Agreement and its Protocols, or the breach, termination or invalidity thereof which cannot be settled by consultation between them shall be referred to the Transit Transport Co-ordination Authority by any of the Contracting Parties.

Article 41

1. Any such dispute, controversy or claim which is not settled through consultation or through the intermediary of the Transit Transport Co-ordination Authority shall, at the request of any Contracting Parties involved, be settled by arbitration and shall be referred accordingly to one or more arbitrators selected by agreement between the Contracting Parties. If the Contracting Parties fail to agree on the designation of an arbitrator, or arbitrators within a period of three months from the date of the request for arbitration, any of the Contracting Parties may request a council of the Ministers of Transport of the Contracting Parties to nominate a single arbitrator who shall not be a national of any of the Contracting Parties and to whom the dispute shall be referred for decision.

2. If any of the Contracting Parties fails to attend the council of Ministers as provided in the first paragraph of this Article, or if the council of Ministers fails to agree on the appointment of an arbitrator, any of the Contracting Parties may request the Regional

centre for commercial arbitration in Cairo to appoint a single arbitrator who shall not be a national of any of the Contracting Parties and to whom the dispute shall be referred for decision in accordance with the rules of arbitration of the United Nations Commission on International Trade Law (UNCITRAL).

Article 42

The decision of the arbitrator, or arbitrators, appointed under Article 41 shall be final and binding on the Contracting Parties concerned.

Article 43

The arbitrator, or arbitrators, shall notify all the Contracting Parties of the existence and nature of the dispute and of the general terms of the settlement; the notifications, in English and French, shall be sent within a period of one month after the award has been pronounced.

Article 44

The cost of arbitration shall be borne in equal part by the Contracting Parties concerned. The arbitrator, or arbitrators, may decide that a higher proportion, or the total cost shall be borne by one of the Parties and this award shall be binding on the Contracting Parties concerned.

SECTION 14. MISCELLANEOUS ?

Article 45 ?

Nothing in this agreement, its Annex and Protocols shall prevent the Contracting Parties from fulfilling their obligations under any international convention to which they have become parties either before or after the entry into force of this Agreement.

Article 46 ?

The provisions of this Agreement and its Protocols shall not preclude the application of any controls provided for in national legislation or any measures necessary on the grounds of public safety and national security, or for the application of health, veterinary and phytopathological regulations.

Article 47 ?

The Contracting Parties recognize that, for any punishable act or offence committed in the course of a transit operation, the laws and regulations of the Contracting Party on whose territory such an act or offence is committed shall apply.

Article 48 ?

Nothing shall prevent a Contracting Party from granting facilities greater than those provided for in this Agreement and its Protocols, and each Contracting Party is recommended to grant such greater facilities as extensively as possible.

Article 49 ?

The Contracting Parties undertake to inform the other Contracting Parties of any circumstances or measures introduced in application of the Articles 45 to 48 above which are relevant for the application of this Agreement, its Annex and Protocols.

SECTION 15. FINAL PROVISIONS

Article 50

This agreement and all instruments of Definitive Signature, Ratification or Accession shall be deposited with the Executive Secretary of the United Nations Economic Commission for Africa.

Article 51

1. The depositary shall:
 - (a) Receive and keep custody of the original text of this Agreement;
 - (b) Prepare certified copies of the original text of this Agreement and transmit them to the Parties and to the States entitled to become Parties to this Agreement,
 - (c) Receive any signature to this Agreement and receive and keep custody of any instruments, notifications and communications relating to it;
 - (d) Examine whether the signature or any instrument, notification or communications relating to this Agreement is in due and proper form and, if need be, bring the matter to the attention of the State in question;
 - (e) Inform the Parties and the States entitled to become Parties to this Agreement of act, notifications and communications relating to this Agreement;
 - (f) Inform the States entitled to become Parties to this Agreement when the signatures or the instruments of ratification, acceptance, approval or accession required for the entry into force of this Agreement have been received or deposited;
 - (g) Register this Agreement with the Secretariat of the United Nations.

2. In the event of any difference appearing between a State and the depositary as to the performance of the latter's functions, the depositary or that State shall bring the question to the attention of the signatory States and the Contracting Parties or, where appropriate, to the Transit Transport Co-ordination Authority.

Article 52

1. The governments of Burundi, Kenya, Rwanda and Uganda shall become Contracting Parties to this Agreement under one of the following procedures:

- (a) Signature not subject to ratification, acceptance or approval (definitive signature); or
- (b) Signature subject to and followed by ratification, acceptance or approval.

2. Instruments of ratification, acceptance, or approval shall be deposited with the depositary.

Article 53 ?

1. Any State using the Northern Corridor for traffic may become a Contracting Party to this Agreement by acceding thereto after its entry into force. The application shall be submitted to the Transit Transport Co-ordination Authority and shall be circulated among the Contracting Parties for approval.

2. Accession shall take effect on the thirty-first day after the deposit of the instrument of accession with the depositary unless a later date is specified therein.

Article 54

This Agreement shall enter into force on the thirty-first day after the requirements of Article 52 have been fulfilled by the Governments of Burundi, Kenya, Rwanda and Uganda.

Article 55 ?

1. Each Contracting Party may propose amendments to this Agreement through the Transit Transport Co-ordination Authority; the Transit Transport Co-ordination Authority may also initiate amendments on its own. The proposed amendments shall be considered within the Transit Transport Co-ordination Authority, which shall communicate agreed amendments to the Contracting Parties.

2. If each of the Contracting Parties notifies its acceptance of the amendments, the said amendment shall enter into force on the date of the receipt by the Transit Transport Co-ordination Authority of the last such notification of acceptance.

3. If one or more Contracting Parties fail to notify their formal acceptance without notifying any objection to the proposed amendment within a period of six months, the amendment is considered as adopted.

4. The Transit Transport Co-ordination Authority shall notify the adoption of the amendments to the depositary who shall inform the Contracting Parties thereof.

Article 56 ?

1. Independently of the amendment procedure laid down in Article 55 of this Agreement, the Transit Transport Co-ordination Authority shall have the power to amend its Annex and its Protocols. The text of any amendment so decided upon shall be communicated to the Contracting Parties by the Transit Transport Co-ordination Authority.

2. If no Contracting Party objects within a period of sixty days, the amendment will become effective on the sixty-first day after the communication thereof to the Contracting Parties.

3. The Transit Transport Co-ordination Authority shall notify the adoption of the amendments to the depositary and the Contracting Parties.

Article 57

Any State acceding to this Agreement in accordance with the provisions of Article 53 above shall be deemed to have accepted any amendments to this Agreement.

Article 58

1. The Annex and protocols referred to in this Agreement shall form an integral part of it.

2. The Contracting Parties may adopt further Protocols to this Agreement.

3. Such Annex and Protocols shall enter into force on the thirty-first day after the receipt by the Transit Transport Co-ordination Authority of the notification of the adoption from all the Contracting Parties.

Article 59

From the date of its entry into force this Agreement shall replace any previous transit treaty or agreement concluded between the Contracting Parties.

Article 60

1. This Agreement, its Annex and its Protocols shall remain in force for a period of ten years from the date of entry into force of this Agreement, unless extended under paragraph 2 or terminated earlier under paragraph 3 of this Article.
2. The Contracting Parties may agree to extend this Agreement for a period of ten years.
3. The Contracting Parties may at any time agree to terminate this Agreement with effect from such date and subject to such conditions as they may determine.

Article 61 ?

Upon their entry into force, this Agreement, its Annex and Protocols and any amendments thereto shall be registered with the United Nations in accordance with Article 102 of the Charter.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed this Agreement.

DONE in duplicate in the English and French languages at Bujumbura, on 19 February 1985, the texts in both languages being equally authentic.

For the Government of the Republic of Burundi

Rémy NKENGURUTSE

For the Government of the Republic of Kenya

Arthur MAGUGU

For the Government of the Rwandese Republic

André NTAGÉRURA

For the Government of the Republic of Uganda

Yosamu MUGENYI

DECLARATION

(Bujumbura)

The Contracting States, at the time of signing the Northern Corridor Transit Agreement, accept the following Protocols:

- Protocol on Transit routes and facilities,
- Protocol on Customs control,
- Protocol on Documentation and procedures,
- Protocol on Handling of dangerous goods.

The Contracting States, further undertake to negotiate with a view to accepting other Protocols envisaged in the Northern Corridor Transit Agreement and intended to form an integral part of this Agreement.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed the present Declaration.

For the Government of the Republic of Burundi

Rémy NKENGURUTSE

For the Government of the Republic of Kenya

Arthur MAGUGU

For the Government of the Rwandese Republic

André NTAGÉRURA

For the Government of the Republic of Uganda

Yosamu MUGENYI

DECLARATION

(Nairobi)

The Contracting States, having on 19 February 1985 signed the Northern Corridor Transit Agreement and accepted four protocols as integral parts of the Agreement, hereby accept the Annex and the following Protocols envisaged in the Agreement:

- Annex regarding the Transit Transport Co-ordination Authority,
- Protocol on Maritime port facilities,
- Protocol on Transport by rail of goods in transit,
- Protocol on Transport by road of goods in transit,
- Protocol on Facilities for transit agencies and employees,
- Protocol on Third party motor vehicle insurance.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed the present Declaration.

DONE in duplicate in the English and French languages at Nairobi, on 8 November 1985, the texts in both languages being equally authentic.

For the Government of the Republic of Burundi

Rémy NKENGURUTSE

For the Government of the Republic of Kenya

Arthur MAGUGU

For the Government of the Rwandese Republic

André NTAGÉRURA

For the Government of the Republic of Uganda

Edward L. ATHIYO

DECLARATION

(Kigali)

The Contracting States, having accepted the accession of the Republic of Zaire to the Northern Corridor Transit Agreement, adopt the Act Concerning the conditions of accession and adjustments of the Northern Corridor Transit Agreement which shall take effect on the thirty-first day after the deposit of the Act with the depository.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments and Executive council, have signed this Declaration.

DONE in duplicate in the English and French languages at Kigali, on 8 May 1987, the texts in both languages being equally authentic.

For the Government of the Republic of Burundi

Rémy NKENGURUTSE

For the Government of the Republic of Kenya

Arthur MAGUGU

For the Government of the Rwandese Republic

André NTAGÉRURA

For the Government of the Republic of Uganda

A.M. Kirunda-KIVEJINJA

ANNEX

NORTHERN CORRIDOR TRANSIT TRANSPORT CO-ORDINATION AUTHORITY

Article 1: Establishment of the Authority ?

The Authority for co-ordination of transit transport in the Northern Corridor, to be known as the ***Transit Transport Co-ordination Authority (TTCA)***, is hereby established, in accordance with the provisions of Article 37 of the Northern Corridor Transit Agreement, signed in Bujumbura on 19 February 1985.

Article 2: Mandate and composition ?

1. The Transit Transport Co-ordination Authority shall be responsible for the achievement of the aims of the Northern Corridor Transit Agreement; in particular, it shall consider matters related to transit transport policy and operational co-ordination of transit traffic.

2. The Transit Transport Co-ordination Authority shall be composed of the Ministers responsible for transport matters in each of the Contracting Parties, assisted by:

- (a) An Executive Board, composed of the Permanent Secretaries of the Ministries responsible for transport matters in each of the Contracting Parties, or their appointed representatives;
- (b) A Permanent Secretariat.

Article 3: Terms of reference of the Authority ?

1. Matters related to ***transit transport policy*** in the context of this Agreement, shall be dealt with by the Ministers who shall:

- (a) Study all questions related to co-operation in transit transport matters which the Contracting Parties agree to promote;
- (b) Seek ways of reaching agreement among the Contracting Parties on matters related to the allocation of funds on a regional basis for projects under the

Northern Corridor transport system aimed at improving conditions of transit within the territories of the Contracting Parties.

2. The Executive Board, assisted by the Secretariat, shall, as may be required:
 - (a) Formulate the general principles and policies governing the Transit Transport Co-ordination Authority;
 - (b) Approve rules and regulations governing financial, administrative and other activities of the Transit Transport Co-ordination Authority;
 - (c) Ensure the uniform interpretation and application of the Agreement and its Protocols;
 - (d) Perform such functions as may be assigned to it in the Agreement and in its Protocols;
 - (e) Consider measures aimed at adapting the Agreement to new needs and technological developments;
 - (f) Furnish advice to the Contracting Parties;
 - (g) Circulate information regarding transit procedures and documentation;
 - (h) Co-operate with other international organizations;
 - (i) Approve the budget and accounts of the Transit Transport Co-ordination Authority;
 - (j) Select external auditors to audit the accounts of the Transit Transport Co-ordination Authority;
 - (k) Appoint the senior staff of the Secretariat;
 - (l) Generally supervise the activities of the Secretariat.

Article 4: Meetings of the Authority ?

1. The Transit Transport Co-ordination Authority shall meet once a year.
2. The Executive Board shall meet twice a year.
3. At the request of any Contracting Party, forwarded through the Secretariat, the Transit Transport Co-ordination Authority and the Executive Board may hold extraordinary meetings.
4. The Chairmanship of the Transit Transport co-ordination Authority and of the Executive Board shall rotate among the members of those bodies on an annual basis.

5. Regular meetings of the Transit Transport Co-ordination Authority shall be held in turn in each of the Contracting Parties. The meetings of the Executive Board shall be held at the Headquarters of the Secretariat. Extraordinary meetings will be held, as may be agreed, in any of the Contracting Parties.

6. Chairmen of both the Transit Transport Co-ordination Authority and the Executive Board shall retain their functions during the inter-sessional periods, until the next Chairmen assume their functions.

7. Each Contracting party shall bear the cost for the participation of its delegation at regular and extraordinary meetings of the Transit Transport Co-ordination Authority.

Article 5: Decisions by the Authority and the Board ?

1. Decisions by the Transit Transport Co-ordination Authority shall be taken by consensus and shall be binding on the Contracting Parties. If consensus cannot be reached and if a majority opinion cannot be accepted by a Contracting party, either the Transit Transport Co-ordination Authority, or one of the Contracting parties may request that the matter be settled through arbitration in accordance with the provisions of Article 41 to 44 of the Northern Corridor Transit Agreement.

2. Decisions by the Executive Board shall be taken by consensus and shall be binding on the Contracting Parties. If consensus cannot be reached within the Executive Board the matter shall be referred to the Transit Transport Co-ordination Authority for decision.

Article 6: Secretariat ?

1. The Secretariat shall assist the Transit Transport Co-ordination Authority in the performance of its functions. It shall be staffed by nationals of the Contracting Parties and shall be located in Kenya.

2. The Secretariat shall be headed by a Transit Transport Co-ordinator who shall be appointed by the Transit Transport Co-ordination Authority and who shall be the principal executive officer of the Transit Transport Co-ordination Authority. The Transit Transport Co-ordinator shall report to the Executive Board.

Article 7: Responsibilities of the Transit Transport Co-ordinator ?

The Transit Transport Co-ordinator shall, under the direction of the Executive Board, be responsible for conducting the general business of the Transit Transport Co-ordination Authority. In particular, the Transit Transport Co-ordinator shall:

- (a) Monitor the implementation of the decisions taken within the Transit Transport Co-ordination Authority;

- (b) Ensure the function of the Transit Transport Co-ordination Authority as far as the procedures for amendment and for consultation and settlement of disputes are concerned;
- (c) Prepare working papers and reports for all meetings of the Transit Transport Co-ordination Authority and the Executive Board;
- (d) Provide Secretarial services to all meetings of the Authority and the Executive Board and any other meetings held in accordance with the provisions of the Northern Corridor Transit Agreement;
- (e) Take follow-up action on reports emanating from meetings held in accordance with the provisions of the protocols of the Northern Corridor Transit Agreement;
- (f) Prepare rules and regulations governing financial, administrative and other activities of the Transit Transport Co-ordination Authority and submit them to the Executive Board;
- (g) Prepare annual budgets, accounts and programmes of activities of the Transit Transport Coordination Authority and submit them to the Executive Board;
- (h) Determine the terms and conditions of service, including remunerations, and submit them to the Executive Board for approval;
- (i) Recruit staff for the Secretariat (other than those referred to in Article 3 paragraph 2.k; and
- (j) Perform any other functions that the Executive Board may delegate or assign to the Transit Transport Co-ordinator.

Article 8: Costs of the Secretariat ?

1. The Contracting Parties shall share the costs for the functioning and operation of the Secretariat, including the secondment of appropriate staff, provisions of office accommodation, translation of documents, postage and telecommunication costs, etc.
2. The Transit Transport Co-ordination Authority shall make arrangements in order to ensure an uninterrupted flow of funds with the simplest possible administrative procedure.

PROTOCOL NO.1

MARITIME PORT FACILITIES

Article 1: Application ?

Pursuant to Section 4 of the Northern Corridor Transit Agreement the Contracting Parties agree to apply the provisions of this Protocol related to maritime port facilities, which is an integral part of the Agreement.

Article 2: Content of the Protocol

This Protocol governs the use by the Contracting Parties of Kenya's maritime port facilities, for the purpose of moving transit goods through those areas under the jurisdiction of the Kenya Ports Authority.

Article 3: Use of port facilities ?

The Government of Kenya agrees to the use of her maritime port facilities by the other Contracting Parties for the movement of goods in transit to and from the Northern Corridor States, and to make available warehouses, sheds, open space and other appropriate facilities, to the extent possible, and under the terms and conditions noted in this Protocol.

Article 4: Equal treatment of ships ?

The Government of Kenya guarantees that ships registered in, chartered by, or carrying goods for the other Contracting Parties, and the crews of such ships, shall enjoy treatment equal to that accorded to Kenyan vessels as regards access to and use of the maritime port facilities.

Article 5: Fees and charges ?

The fees and charges to be paid by the Northern Corridor States for use of the maritime port facilities shall be assessed in accordance with the official tariffs and rates in force at the time and shall not exceed those paid by other users of the port facilities under similar circumstances.

Article 6: Jurisdiction over port facilities and services ?

Overall responsibility for the administration, operation and maintenance of facilities and services made available to the Northern Corridor States shall remain with the Kenya Ports Authority which in turn shall remain subject to the jurisdiction and laws of the Republic of Kenya.

Article 7: Settlement of disputes ?

Any dispute between the Contracting Parties concerning the interpretation of this Protocol shall be settled in accordance with the provisions laid down in Section 13 of the Northern Corridor Transit Agreement.

Article 8: Matters dealt with in other Protocols

Customs procedures and documentation and procedures shall be governed by the provisions contained in Section 7, Customs Control, and Section 8, Documentation and procedures, of the Northern Corridor Transit Agreement.

PROTOCOL NO. 2

TRANSIT ROUTES AND FACILITIES ?

Article 1: Application

Pursuant to Section 5 of the Northern Corridor Transit Agreement, the Contracting Parties agree to apply the provisions of this Protocol on Transit routes and facilities, which is an integral part of the Agreement.

Article 2: Content of the Protocol

In this Protocol, the Contracting Parties agree to designate the routes specified in Section a for use of the other Contracting Parties for their traffic in transit on their respective territories, to make available the facilities specified in Section 2 for use in connection with such traffic, and to distribute the costs for construction, maintenance and repair of the transit routes as set out in Section 3 of the Protocol.

SECTION 1. DESIGNATION OF TRANSIT ROUTES ?

Article 3: Transit routes for road traffic

1. For the passage of traffic in transit by road through Kenya, the Government of Kenya designates the following roads:

From	By way of	To
Mombasa	Nairobi-Kisumu	Busia
Mombasa	Nairobi-Eldoret	Malaba

2. For the passage of traffic in transit by road through Uganda, the Government of Uganda designates the following roads:

From	By way of	To
Malaba	Jinja-Kampala-Masaka- Kabale	Katuna
Malaba	Jinja-Kampala	Ishasha River
Malaba	Jinja-Kampala	Mpondwe
Malaba	Tororo	Goli
Malaba	Tororo	Arua
Busia	Jinja-Kampala-Masaka-kabale	Katuna
Busia	Jinja-Kampala	Ishasha River
Busia	Tororo	Mpondwe
Busia	Tororo	Goli
Kasese	Ishaka-Ntungano	Kagitumba
Kasese		Mpondwe
Kasese		Ishasha River

3. For the passage of traffic in transit by road through Rwanda, the Government of Rwanda designates the following roads:

From	By way of	To
Kagitumba	Kigali-Butare	Upper Akanyaru
Kagitumba	Kigali-Butare	Cyangugu
Kagitumba	Kigali-Ruhengeri	Upper Akanyaru
Gatuna	Kigali-Butare	Cyangugu
Gatuna	Kigali-Ruhengeri	Gisenyi
Cyangugu		Bugarama
Cyanika	Ruhengeri	Gisenyi

4. For the passage of traffic in transit by road through Burundi, the Government of Burundi designates the following roads:

From	By way of	To
Upper Akanyaru	Kayanza-Bujumbura	Gatumba
Gisenyi	Kirundo-Ngozi	Bujumbura
Luhwa	Rugombo-Bujumbura	Upper Akanyaru

5. For the passage of traffic in transit by road through Zaire, the Executive Council of Zaire designates the following roads:

From	By way of	To
Aru	Bunia	Kisangani or Isiro
Mahagi	Bunia	Kisangani or Isiro
Kasindi	Beni	Kisangani or Bunia
Ishasha		Goma Ville
Goma Ville		Goma
Bukavu	Kindu	Kisangani
Kiliba	Uvira	Kalundu
Kavimvira	Uvira	Kalundu
Kamanyora	Bukavu	Kalundu

Article 4: Transit routes by rail

1. For the passage of traffic in transit by rail through Kenya, the Government of Kenya designates the following routes:

From	By way of	To
Mombasa	Nairobi-Eldoret	Malaba
Mombasa	Nairobi-Kisumu	Busia

2. For the passage of traffic in transit by rail through Uganda, the Government of Uganda designates the following routes:

From	By way of	To
Tororo	Jinja-Kampala	Kasese

Article 5: Customs approved routes and border crossing points

Routes approved by Customs for the passage of traffic in transit and Customs offices designated for clearance of such traffic are specified in the Protocol No.3 on Customs control to the Agreement.

SECTION 2. FACILITIES ALONG DESIGNATED TRANSIT ROUTES

Article 6: Facilities for road traffic ?

The Contracting Parties agree to make, whenever possible, the following facilities available for traffic in transit along the roads specified in Section 1 of this Protocol, against payment of costs for effects and provisions acquired and charges for the services rendered according to the rates that apply to the nationals of the country in which the facilities are used:

- First aid services and other assistance in the case of accidents;
- Repair facilities in case of break-down of vehicles;
- Fuel filling stations;
- Post and telecommunication offices;
- Facilities for loading, unloading, break bulk (where necessary);
- Storage areas and building, and
- Restaurants and stopover rest facilities.

Article 7: Facilities for rail traffic

The Government of Uganda agrees to make facilities for loading, unloading, breaking bulk (where necessary) and storage available for goods carried by rail intended for Burundi, Rwanda and Zaïre and transferred to road transport, and vice versa, at the railway station in Kasese, against payment of costs for effects and provisions acquired and charges for the services rendered according to the rates that apply to Ugandan users.

SECTION 3. MAINTENANCE AND DISTRIBUTION OF COST

Article 8: Maintenance of transit routes

The Contracting Parties shall do everything possible to ensure that the routes within their territories designated in this Protocol for the passage of traffic in transit are safe, secure and in good condition, and undertake to effect any repairs necessary to keep the routes viable for such traffic during all seasons.

Article 9: Route tolls

Each Contracting Party may levy route tolls to defray the costs for maintenance of sections of their roads for traffic in transit.

Article 10: Construction of new routes and facilities

Should a Contracting Party desire the construction of new routes or route facilities, it shall conclude an agreement for this purpose with the Contracting Party on whose territory the route or facility is to be constructed. The expenses of constructing such new routes and facilities shall be borne by the Contracting Party demanding the construction, unless the Contracting Parties agree otherwise.

Article 11: Protection of the interests of transit States ?

The Contracting Parties may restrict or prohibit traffic in transit on certain routes, for the duration of repair work or for the duration of a danger to public safety, including traffic safety or public emergency. Before traffic in transit is restricted or prohibited for reasons other than emergencies, Contracting Parties imposing restrictions or prohibitions shall notify the competent authorities of other Contracting Parties well in advance of taking action.

PROTOCOL NO.3
CUSTOMS CONTROL

Article 1: Application

Pursuant to Section 7 of the Northern Corridor Transit Agreement, the Contracting Parties agree to apply the provisions of this Protocol related to Customs control, which is an integral part of the Agreement.

Article 2: Content of the Protocol

This Protocol governs the Customs control of traffic in transit in the Northern Corridor. It contains in one section general provisions, setting forth rules i.a. regarding duties and taxes, Customs security, and sealing of transport units, and specifying transit routes and Customs offices in each Contracting Party. Other sections describe the formalities to be fulfilled at the Customs offices, and lay down rules for mutual administrative assistance and provisions regarding storage facilities.

SECTION 1. GENERAL PROVISIONS

Article 3: Definitions

For the purpose of this Protocol and in addition to the definitions included in Section 2 of the Northern Corridor Transit Agreement, the following expressions shall have the meanings hereby assigned to them:

Customs control: Measures applied to ensure compliance with the laws and regulations which the Customs are responsible for enforcing;

Customs security: Undertaking given to the Customs in cash, bond or as a written guarantee to ensure that an obligation to the Customs will be fulfilled.

Customs transit: Customs procedure under which goods are transported under **Customs control** from one Customs office to another;

Customs transit operation: the transport of goods from an office of departure to an office of destination under **Customs transit**;

Declarant: Person who signs a **Goods declaration for customs transit** or in whose name it is signed;

Goods declaration for Customs transit: Statement made in a prescribed form by which the persons interested declare goods for **Customs transit** and furnish the particulars which the Customs require to be declared for the application of a **Customs transit operation**;

Import or export duties and taxes: Customs duties and all other duties, taxes, fees or other charges which are collected on or in connection with the importation or exportation of goods but not including fees and charges which are limited in amount to the approximate cost of services rendered;

Office en route: Any Customs office through which goods in transit pass in the course of a **Customs transit operation**;

Office of departure: Any Customs office at which a **Customs transit operation** commences;

Office of destination: Any Customs office at which a **Customs transit operation** is terminated;

Temporary admission: Customs procedure under which certain goods can be brought into a Customs territory conditionally relieved from payment of **import duties and taxes**; such goods must be imported for a specific purpose and must be intended for re-exportation within a specified period and without having undergone any change except normal depreciation due to the use made of the goods;

Transport –unit:

- freight containers, road vehicles, including trailers and semi-trailers;
- railway wagons; and
- lighters, barges and other vessels suitable for use on inland waterways.

Article 4: Coverage of the Protocol

The provisions of this Protocol shall cover the transport, either in transport-units which can be effectively sealed by the Customs or in non-sealable transport equipment, under Customs transit, of goods:

- (a) consigned from the territory of one Contracting Party and destined to a place in the territory of a third country through the territory of one or more other Contracting Parties;
- (b) consigned from the territory of a third country and destined to a place in the territory of one Contracting Party through the territory of one or more other Contracting Parties, and
- (c) consigned from the territory of one Contracting Party and destined to a place in the territory of a another Contracting Party through the territory of a third Contracting Party.

Article 5: Duties and taxes, temporary admission ?

1. The Contracting Parties agree not to subject goods which are destined to or consigned from the territory of other Contracting Parties and which are carried through their territories under Customs transit, to the payment or deposit of import or export duties and taxes, provided that the conditions laid down in this Protocol are complied with.
2. The Contracting Parties agree to grant temporary admission for any means of transport which are used, or intended to be used, for the carriage of goods under Customs transit through their territories. No security or temporary admission document shall be required for such means of transport.
3. The Contracting Parties agree to exempt from payment of import duties and taxes the following: fuel and lubrication oils contained in the normal tanks of means of transport upon arrival, spare parts, accessories and equipment, including special equipment for the loading, unloading, handling and protection of cargo, which are imported with the means of transport and are intended to be re-exported therewith.
4. The Contracting Parties also agree to grant temporary admission for maintenance and recovery vehicles, and for parts and equipment which are to be used, in the course of repair or maintenance, as replacements for parts and equipment incorporated in or used on a means of transport which is already temporarily admitted in their territories. Security and a temporary admission document may be required for such parts and equipment.

Article 6: Routes for Customs transit

The Contracting Parties undertake that the transit routes specified in Protocol No.2 to this Agreement on Transit routes and facilities may be used for Customs transit operations in their respective territories.

Article 7: Customs offices for Customs transit

1. Kenya designates the following Customs offices which it has, for the purposes of this Protocol, empowered to act as

Offices of departure: Mombasa, Nairobi, Malaba, Busia
Offices en route: Nairobi, Kisumu, Eldoret
Offices of destination : Mombasa, Nariobi, Malaba, Busia

2. Uganda designates the following Customs offices which it has, for the purposes of this Protocol, empowered to act as

Offices of departure: Malaba, Busia, Tororo

Offices en route: Lugazi, Kampala
Offices of destination : Katuna, Kasese, Cyanika, Merama Hill, Mpondwe, Gole, Arua, Ishasha River

3. Rwanda designates the following Customs offices which it has, for the purposes of this Protocol, empowered to act as

Offices of departure: Gatuna, Kagitumba, Cyanika, Gisenyi
Offices en route: Gatuna, Kigali, Upper Akanyaru, Ruhengeri
Offices of destination: Upper Akanyaru, Gisenyi, Cyanika, Kigali, Cyangugu, Bugarama.

4. Burundi designates the following Customs offices which it has, for the purposes of this Protocol, empowered to act as

Offices of departure: Gisenyi, Upper Akanyaru
Offices en route: Bujumbura Port
Offices of destination : Gatumba, Luhwa, Bujumbura Port.

5. Zaire designates the following Customs offices which it has, for the purposes of this Protocol, empowered to act as

Offices of departure: Arua, Mahagi, Kasindi, Ishasha, Bunagana, Goma, kavimvira, Ruzizi I, Ruzizi II, Kamanyora.
Offices en route: Arua, Mahagi, Kasindi, Ishasha, Bunagana, Goma, Kavimvira, RuziziII, Kamanyora.
Offices of destination: Bunia, Kisangani, Isiro, Beni, Goma Ville, Uvira, Kalundu, Bukavu, Kiliba, Kindu, Baraka, Butembo.

Article 8: Business hours and competence of frontier Customs offices for Customs transit

1. For the purposes of this Protocol the corresponding Customs offices which are located on the common frontier, shall be open every day, including Sundays and public holidays, from 08.00 until 17.00 o'clock.

2. The Contracting Parties shall authorize their corresponding frontier Customs offices to clear all goods carried under Customs transit in accordance with the provisions of this Protocol.

Article 9: Goods declaration for Customs transit ?

3. The Contracting Parties shall jointly prescribe the goods declaration form to be used for Customs transit operations in accordance with this Protocol. As to the layout and contents of the form to be used, the provisions in Section 8 of this Agreement shall apply.

Article 10: Customs security ?

1. The Contracting Parties undertake to use and accept as Customs security for ensuring the fulfillment of any obligation arising under a Customs transit operation carried out under the terms of this Protocol, a written guarantee issued by a designated bank, insurance company or financial or other institution which shall be legally enforceable in the territories of all Contracting Parties.
2. The Contracting Parties designate the institutions listed below to act as guarantors for Customs transit operations in accordance with this Protocol:

in Burundi:

**Banque de la République du Burundi (BRB)
Banque de Crédit du Burundi (BCB)
Banque Belgo-Afrocaïne du Burundi (BBAB)
Banque Commerciale du Burundi (BANCOBU)**

in Kenya

Commercial banks or insurance companies

in Rwanda

**Banque Commerciale du Rwanda (BCR) ;
Banque de Kigali (BK) ;**

in Uganda

Commercial banks or insurance companies.

in Zaïre

Commercial banks.

3. The amount of Customs security for a single Customs transit operation shall be determined so that it covers any import duties and taxes chargeable on goods so carried.
4. Persons who regularly carry out Customs transit operations shall be entitled to lodge a general guarantee which shall be valid for a period of at least one year.
5. Where persons have lodged a general guarantee, the Customs authorities shall not require a copy of the guarantee document issued by the guaranteeing institution to be presented on the commencement of a Customs transit operation unless they have doubts as to the validity of the details concerning the guarantee, but shall content

themselves with the details of the guarantee given on the Goods declaration for Customs transit operation.

Article 11: Technical qualifications of sealable transport-units ?

1. Transport-units which are intended to be sealed by the Customs for transport operations under this Protocol shall be so constructed and equipped that:
 - (a) Customs seals can be simply and effectively affixed to them;
 - (b) no goods can be removed from or introduced into the sealed part of the transport-unit without breaking the Customs seal or leaving visible traces of tampering;
 - (c) they contain no concealed space where goods may be hidden;
 - (d) all aspects capable of holding goods are readily accessible for Customs inspection; inspection;

and must be approved for the transport of goods under Customs seal in accordance with paragraph 2 of this Article.

2. The Contracting Parties undertake to accept, without further approval, transport-units approved by the competent authorities of other Contracting Parties and transport-units approved in accordance with an international instrument providing for the conditions and procedure for the approval of transport-units intended for the international transport of goods under Customs seal.

Article 12: Customs seals and fastenings

1. Customs seals and fastenings to be used in the application of Customs transit shall comply with the minimum requirements laid down in the Annex to this Protocol.
2. Customs seals and fastenings affixed by Customs authorities of the other Contracting Parties or of a third country and which comply with the requirements in the Annex, shall be accepted for the purposes of this Protocol. Contracting Parties reserve the right, where such foreign seals and fastenings have been found insufficient or insecure or where their Customs authorities have proceeded to an examination of the goods, to affix their own seals and fastenings.
3. Foreign seals and fastenings accepted under paragraph 2 of this Article shall be accorded the same legal protection as national seals and fastenings.
4. The Contracting Parties shall provide each other with specimens of the Customs seals and fastenings they use for the purposes of Customs transit.

SECTION 2. FORMALITIES TO BE FULFILLED AT THE OFFICE OF DEPARTURE ?

Article 13: Documentary formalities ?

1. The declarant shall produce the goods to be conveyed under Customs transit, together with a Goods Declaration for Customs transit and the necessary commercial or transport documents to the Customs authorities at the Office of departure. A copy of the Goods declaration will be kept at the Office of departure, pending the return of the copy mentioned in paragraph 1 of Article 16 of this Protocol, confirming that the goods have left the Customs territory.
2. The Customs authorities at the Office of departure shall satisfy themselves that:
 - (a) the Goods declaration is duly completed;
 - (b) the goods declared for Customs transit are those specified on the Goods declaration; and
 - (c) where required, a guarantee is in order.

Article 14: Formalities relating to the use of Customs seals ?

1. Where the goods are transported in a transport-unit meeting the requirements set out in Article 11 of this Protocol, the Customs authorities shall seal the transport-unit.
2. In certain circumstances Customs authorities may seal transport-units which have not been approved for the transport of goods under Customs seal when they are satisfied that the units when sealed, are sufficiently secure.
3. Details of the Customs seals affixed and of the date of affixing shall be duly recorded on the Goods declaration for Customs transit to enable the Office of destination to identify the consignment and to detect any unauthorized interference.
4. When the goods are conveyed in a transport-unit which cannot be effectively sealed, identification shall be assured and unauthorized interference rendered readily detectable, either by affixing Customs seals to individual packages, by affixing identification marks, by describing the goods, by reference to samples, plans, sketches or photographs attached to the Goods declaration, by full examinations of the goods and recording the results thereof on the Goods declaration, or by Customs escort.

Article 15: Additional control measures

Only when they consider such a measure to be indispensable will the Customs authorities:

- (a) Require goods consigned from or destined to the territory of another Contracting Party to be transported under Customs escort while in the territory of that Contracting Party, or
- (b) Prescribe a time-limit for the production of the goods at a specified Customs office in their territory.

SECTION 3. FORMALITIES TO BE FULFILLED AT OFFICES EN ROUTE AND AT OFFICE OF DESTINATION

Article 16: Formalities of Offices en route ?

1. ***At offices where goods leave the Customs territory,*** the Customs authorities shall satisfy themselves that any Customs seals and fastenings or identification marks are intact and, where appropriate, that the transport-unit is secure; they shall then endorse the Goods declaration accordingly, retain one copy and pass one copy on to the Office en route where the goods enter the subsequent transit country. Upon receipt of the latter copy, in accordance with paragraph 2 below, they shall return that copy to the Office of departure, or – in transit countries – to the Office en route where the goods entered the Customs territory.

2. ***At offices where goods are imported into the Customs territory,*** the Customs authorities shall satisfy themselves that the Goods declaration is in order, that any Customs seals and fastenings or identification marks previously affixed are intact and, where appropriate, that the transport-unit is secure, and that the guarantee is in force, they shall then endorse the Goods declaration accordingly, retain one copy and return one copy to the Office en route in the Customs territory from which the goods were imported.

3. When an Office en route removes a Customs seal or identification mark, for example, when they are no longer considered to be secure, it shall record details of the new Customs seals or identification marks on the Goods declaration accompanying the goods.

Article 17: Formalities at the Office of destination ?

1. At the Office of destination, the Customs authorities shall satisfy themselves that any seals and fastenings or identification marks are intact and verify that the transport-unit is otherwise secure. They may also carry out either a summary or a detailed examination of the goods themselves.

2. After having satisfied themselves that all obligations relating to the Customs transit operation have been fulfilled, the Customs authorities at the Office of destination shall endorse the Goods declaration accordingly. They shall also send a copy of the Goods declaration back to the appropriate Customs office so as to allow the authorities

of the latter to take any action, documentary or otherwise, necessary for the completion of the Customs transit operation.

SECTION 4. MUTUAL ADMINISTRATIVE ASSISTANCE

Article 18: Communication of Information

The Customs authorities of the Contracting parties shall, on request, communicate to each other as promptly as possible:

- (a) Any available information relating to Goods declaration completed or accepted in their territory which are suspected of being false;
- (b) Any available information enabling the authenticity of seals claimed to have been affixed in their territory to be verified.

Article 19: Notification of inaccuracies

The Customs authorities of the Contracting Parties shall, spontaneously and without delay, notify each other of any serious inaccuracy in a Goods declaration or of any other serious irregularity discovered in connection with a Customs transit operation carried out under the provisions of this Protocol, in order that the matter may be investigated, any duties and taxes chargeable may be collected and any repetition of the circumstances may be prevented.

SECTION 5. STORAGE FACILITIES

Article 20: Permission to store goods in transit ?

The Contracting Parties shall allow goods consigned from or destined to the territory of other Contracting Parties, to be stored in their territory, either in a temporary store or in a Customs warehouse, where such storage is necessary either after or before a Customs transit operation or at any stage in the course of such an operation, for example at a frontier post, for a period sufficient to enable the goods to be forwarded to their ultimate destination in a third country or to be placed under Customs transit.

Article 21: Operations permitted for goods stored

1. Stored goods shall be allowed to undergo normal operations necessary for their preservation in good condition. Such operations include cleaning, beating, removal of dust, sorting and repair or change of faulty packings.

2. Goods shall also be allowed to undergo normal operations necessary to facilitate their removal from their place of storage and their further transport. Such operations include piling, weighing, marking and labelling.

Article 22: Documents to cover storage ?

When arriving at the place of store, goods shall be accepted in temporary store under cover of the commercial or transport document accompanying them, for example, a Cargo manifest, Multimodal transport document, Bill of lading, Air waybill or a Goods declaration for Customs transit. Goods placed in a Customs warehouse shall comply with the national Customs warehouse procedure.

SECTION 6. MISCELLANEOUS

Article 23: Priority to certain consignments

The Contracting Parties shall grant, at any Customs office where Customs clearance takes place during a Customs transit operation, priority to consignments consisting of live animals, perishable goods and of other urgently needed goods for which rapid transport is essential.

Article 24: Dangerous goods

Transport of dangerous goods under Customs transit shall be governed by the provisions of Article 31 of the Northern Corridor Transit Agreement, and the Protocol No.7 to this Agreement on the Handling of dangerous goods.

Article 25: Accidents

Accidents and other unforeseen events en route affecting the Customs transit operation shall be reported to, and verified by, the Customs or other competent authorities closest to the scene of the accident or other unforeseen event.

Article 26: Lost goods

1. The Contracting Parties shall grant exemption from the payment of the import duties and taxes normally chargeable, when it is established to the satisfaction of the Customs authorities that goods consigned from or to the territory of another Contracting Party and being transported under Customs transit, have been destroyed or are irrecoverably lost by accident or by force majeure, or are short for reasons due to their nature.

2. Remnants of such goods may be:

- (a) Cleared for home use in their existing state as if they had been imported in that state; or
- (b) Re-exported; or
- (c) Destroyed or rendered commercially valueless under Customs control without expense to the Revenue; or
- (d) With the consent of the Customs authorities, abandoned free of all expenses to the Revenue.

Article 27: Review of the implementation of the provisions of this Protocol

Representatives of the Customs Administrations of the Contracting Parties shall meet at least once a year or upon the request of a Contracting Party or the Transit Transport Co-ordination Authority through its Secretariat to monitor the implementation of the provisions of this Protocol.

Annex I to Protocol No.3

MINIMUM REQUIREMENTS TO BE MET BY CUSTOMS SEALS AND FASTENINGS

Customs seals and fastenings shall meet the following minimum requirements:

1. General requirements in respect of seals and fastenings:

The seals and fastenings, together, shall:

- (a) be strong and durable;
- (b) be capable of being affixed easily and quickly;
- (c) be capable of being readily checked and identified;
- (d) not permit removal or undoing without breaking or tampering without leaving traces;

- (e) not permit use more than once;
- (f) be made as difficult as possible to copy or counterfeit.

2. Physical specification of seals:

- (a) the shape and size of the seal shall be such that any identifying marks are readily legible;
- (b) each eyelet in a seal shall be of a size corresponding to that of the fastening used, and shall be positioned so that the fastening will be held firmly in place when the seal is closed;
- (c) the material used shall be sufficiently strong to prevent accidental breakage, early deterioration (due to weather conditions, chemical action etc.) or undetectable tampering.

3. Identification marks:

The seal or fastenings, as appropriate, shall be marked:

- (a) to show that it is a Customs seal, by application of either of the words "Customs" or "Douane";
- (b) to show the country which applied the seal, preferably by means of the sign used to indicate the country of registration of motor vehicles in international traffic;
- (c) to enable the Customs office by which the seal was affixed, or under whose authority it was affixed, to be identified, for example, by means of code letters or numbers.

Annex II to Protocol No.3

LIST OF INTERNATIONAL INSTRUMENTS PROVIDING FOR THE CONDITIONS AND PROCEDURE

FOR THE APPROVAL OF TRANSPORT-UNITS

Beside transport-units approved by their own competent authorities, the Contracting Parties undertake to accept, without further approval, transport-units approved in accordance with an international instrument providing for the conditions and procedure for the approval of such units intended for the international transport of goods under

Customs seal. The provision in Article 11, paragraph 2, relates only to the parts of such instruments which specify conditions for approval relevant for the sealing of transport-units and does not imply any acceptance of other provisions of the instruments concerned. The international instruments referred to include the following:

Customs Convention on Containers, 18 May 1956, Geneva;

Customs Convention on the International Transport of goods under cover of TIR carnets (TIR Conventions), 15 January 1959, Geneva;

Customs Convention on Containers, 2 December 1972, Geneva;

Customs Convention on the International Transport of goods under cover of TIR carnets (TIR Convention), 14 November 1975, Geneva;

International Convention for safe Containers, 2 December 1972, Geneva.

A number of International Standards regarding freight containers exist which lay down terminology and technical specifications which may be of interest in the context of Customs clearance of containers. Some of these are mentioned below for information only:

- ISO 668-1979, Series 1 Freight containers – Classification, external dimensions and ratings;
- ISO 830-1981, Freight containers – Terminology;
- ISO 1161-1980, Series 1 Freight containers – Corner fittings – Specification;
- ISO 1496/1-1978, Series 1 Freight containers – Specification and testing – Part 1: General cargo containers;
- ISO 1496/2-1979, Series 1 Freight containers – Specification and testing – Part 2: Thermal containers;
- ISO 1496/3-1981, Series 1 Freight containers – Specification and testing – Part 3: Tank containers for liquid and gases;
- ISO 1496/5-1977, Series 1 Freight containers – Specification and testing – Part V: Platform (container);
- ISO 1496/6C-1977, Series 1 Freight containers – specification and testing – Part VIc): Platform based containers, open-sided, with complete superstructure;
- ISO 3874/1979, Series 1 Freight containers – Handling and securing;

- ISO 6346/1981, Freight containers – Coding, identification and marking;
- ISO 6359-1982, Freight containers – Consolidated data plate.

PROTOCOL NO.4

DOCUMENTATION AND PROCEDURES

Article 1: Application

Pursuant to Section 8 of the Northern Corridor Transit Agreement, the Contracting Parties agree to apply the provisions of this Protocol related to Documentation and procedures, which is an integral part of the Agreement.

Article 2: Content of the Protocol ?

This Protocol contains provisions related to the documents to be used in the Northern Corridor Transit Agreement, and to international documents and standards relevant to transit trade and transport within the Northern Corridor States. It also lays down provisions for the procedures to be used, on the basis of other Protocols of the Agreement.

Article 3: Definitions ?

For the purpose of this Protocol the following expressions shall have the meanings hereby assigned to them:

Customs Transit Declaration: Statement made in a prescribed form by which the persons interested declare goods for Customs transit and furnish the particulars which the Customs require to be declared for the application of a Customs transit operation;

Multimodal Transport Document: Document which evidences a multimodal transport contract, the taking in charge of the goods by the multimodal transport operator and an undertaking by him to deliver the goods in accordance with the terms of the contract;

One run method: The use of a reproduction process to transfer all or part of the road transport contract, the taking in charge of the goods by the road carrier, and an undertaking by him to deliver the goods in accordance with the terms of the contract;

Road Consignment Note: Document issued for a road transport operation giving evidence of a road transport contract, the taking in charge of the goods by the road carrier, and an undertaking by him to deliver the goods in accordance with the terms of the contract.

Rail Consignment Note: Document issued for a railway transport operation giving evidence of a railway transport contract, the taking in charge of the goods

by the railway carrier, and an undertaking by him to deliver the goods in accordance with the terms of the contract.

Article 4: Application of international standards ?

The Contracting Parties agree that any document introduced in connection with the Northern Corridor Transit Agreement shall be based:

- (a) In respect of paper size, on International Standard ISO 216-1975, with preference for the size A4 (210 x 297 mm); and
- (b) In respect of design principles, on International Standard ISO 3535-1974, with line spacing of 4,24 mm (1/6 in) and character spacing of 2,54 mm (1/10 in) as the basic spacing.

Article 5: Alignment to the United Nations Layout Key ?

The Contracting Parties agree that documents used in connection with the Northern Corridor Agreement shall be aligned, to the extent possible and appropriate, with the United Nations Layout Key for Trade Documents, shown in Appendix 1 to this Protocol.

Article 6: Maritime Transport Documents ?

The Contracting Parties undertake to promote the use of internationally agreed simplified and non-negotiable transport documents, and to instruct national authorities concerned to accept such documents, for example, Non-Negotiable Sea Waybills (to substitute Negotiable Bills of Lading), Single Original Bills of Lading, through Bills of lading and Blank-back forms.

Article 7: Rail Consignment Note ?

The Contracting Parties agree to accept the Rail Consignment Note shown in Appendix 2 to this Protocol for transit of goods by rail.

Article 8: Road Consignment Note ?

The Contracting Parties agree to accept the Road Consignment Note shown in Appendix 3 to this Protocol for transit of goods by road.

Article 9: Multimodal Transport Documents

The Contracting Parties agree to promote multimodal transport as defined in the United Nations Convention on International Multimodal Transport of Goods, and to accept the Multimodal Transport Document issued under that Convention or under other rules governing similar transport arrangements.

Article 10: Customs Transit Declaration ?

1. The Contracting Parties agree to introduce a Customs Transit Declaration form, conforming with the model shown in Appendix 4 to this Protocol, as the single Customs document required to cover Customs transit operations by rail or road, or by a combination of these modes.
2. The Customs Transit Declaration shall be completed in English or in French in as many copies as are required for the Customs transit operation concerned.
3. Any commercial or transport document setting out clearly the necessary particulars shall be accepted as the descriptive part of the Customs Transit Declaration.

Article 11: Documents for transport of dangerous goods ?

The Contracting Parties agree to accept documents established pursuant to the international conventions and agreements applicable to the transport of dangerous goods, and to promote the use of the Dangerous Goods Declaration shown in Appendix 5 to this Protocol, for the transport of dangerous goods commencing in their territories.

Article 12: Acceptance of Commercial invoices for Customs purposes ?

1. Where the presentation of the commercial invoice is required in connection with the clearance of goods in transit, the Contracting Parties shall accept the commercial invoice pertaining to the consignment under transport as the sole document required for the purpose of supporting the Customs Transit Declaration.
2. The Contracting Parties agree to implement measures, recommended i.a. by the Customs Co-operation Council, by which they accept commercial invoices produced by any process, for example, by the one-run method or by means of computer or other automatic printers, on pre-printed forms or on plain paper provided that they are duly authenticated. They may waive the requirement for a handwritten signature on such commercial invoices.

Article 13: Presence of documents on means of transport

Copies of Road Transport Permits and of Customs Transit Declarations, Rail Consignment Notes and Road Consignment Notes shall be carried on the means of transport and shall be produced when requested by the competent authorities.

Article 14: Release of goods without presentation of original transport documents ?

The Contracting Parties shall allow goods to be released to the person entitled to take delivery, without requiring the presentation to Customs or other public authorities of a bill of lading or any other transport document, with the exception of cases when such authorities are responsible for goods in their custody and the production of a bill of lading, or a similar document conferring title to the goods, required.

Article 15: Joint operational control of traffic in transit ?

The Contracting Parties agree to establish and operate a joint information system in order to exercise operational control of transit traffic, which shall include a Documents Centralization and Operations Co-ordination System for the monitoring of goods movements in ports and other places used for the transit operation.

Article 16: Selective Customs examination ?

The Contracting Parties agree that Customs authorities shall carry out selective random controls of goods in transit at the offices of departure on the basis of the Customs Transit Declaration, complemented with physical examination of the goods in cases of inconsistency, or on suspicion of fraud.

Article 17: Priority for traffic in transit ?

The Contracting Parties agree to make arrangements so that vehicles carrying goods under a Customs transit document and passing through their ports and other border crossing points need to await their turn among vehicles carrying goods which are not covered by such a document, provided that physical conditions at the border points concerned permit such arrangements.

Article 18: Phytosanitary, Sanitary and Veterinary Controls ?

The Contracting Parties agree to co-ordinate their procedures for phytosanitary, sanitary, veterinary or similar controls, in order to avoid unnecessary delays due to repeated controls.

Article 19: Standardized Consignment identifiers ?

The Contracting Parties shall accept and agree to encourage the use of internationally agreed Standard Shipping Marks for identification of package, and representation on documents, which are composed of:

- (a) Initials or abbreviated name;

- (b) Reference Number;
- (c) Destination; and
- (d) Package Number.

Article 20: Further rationalization of procedures and documentation ?

1. The Contracting Parties agree to promote simplification, rationalization and harmonization of administrative procedures related to trade, transport and transit operations taking into account relevant international recommendations and standards.
2. The Contracting Parties agree to establish, as appropriate, national facilitation bodies as focal points for the co-ordination of trade facilitation at the national and international levels.

Article 21: Review of the implementation of the provisions of this Protocol ?

Representatives of national facilitation bodies – where those exist – or other competent bodies of the Contracting Parties shall meet at least once a year or at the request of a Contracting Party, or the Transit Transport Co-ordination Authority through its Secretariat, to monitor the implementation of the provisions of this Protocol.

PROTOCOL NO.5

TRANSPORT BY RAIL OF GOODS IN TRANSIT

Article 1: Application

Pursuant to Section 9 of the Northern Corridor Transit Agreement, the Contracting Parties agree to apply the provisions of this Protocol related to transport by rail of goods in transit, which is an integral part of the Agreement.

Article 2: Content of the Protocol ?

This Protocol contains provisions relevant for the transport by rail of goods in transit through Kenya and Uganda, also benefiting other Northern Corridor States through onward transit by road to these countries, and vice versa. Detailed rules regarding the administration and operation of rail traffic shall be laid down in a railway working agreement between the rail carriers of Kenya and Uganda.

SECTION 1: GENERAL PROVISIONS

Article 3: Definitions

For the purpose of this Protocol, and in addition to the definitions included in Section 2 of the Northern Corridor Transit Agreement, the following expressions shall have the meanings hereby assigned to them:

Border: The point at which the lines of the Kenya Railways Corporation meet the lines of the Uganda Railways Corporation, and vice versa.

Border station: The railway station at the border;

Connecting and transit services: All railway activities required for the transfer of goods, coaches, wagons and vans, containers and loading devices from a rail carrier of one Contracting Party to a rail carrier of the other Contracting Party;

Frontier connecting line: The railway line which connects the State frontier and the **interchange station**;

Frontier line: The railway line which connects the State frontier and **the border station**;

Frontier section: Section of the railway line which connects two **border stations** situated on both sides of a State frontier;

Interchange station: Railways station or rail wagon ferry terminal at which **connecting and transit services** are performed;

Rail and transit traffic: Rail traffic proceeding between railway stations of one Contracting Party to railway stations on the territory of another Contracting Party.

Article 4: Connecting and transit services

Connecting and transit services on railway lines connecting the territories of the Contracting Parties shall be performed at designated interchange stations.

Article 5: Border stations and interchange stations

1. The following shall be the border stations on the rail routes open to rail transit traffic:

in Kenya: Malaba
in Uganda: Tororo

2. The following shall be the interchange stations on the rail routes open to rail transit traffic:

in Kenya: Malaba and Kisumu
in Uganda: Kasese and Jinja

3. The competent authorities of the Contracting Parties may, if necessary, agree to change the frontier and interchange stations mentioned in 1 and 2 above.

SECTION 2: OPERATIONAL ARRANGEMENTS ?

Article 6: Establishment and operation of border and interchange stations

1. Connecting and transit services shall be operated by the rail carriers of Kenya and Uganda at the border and interchange stations specified in Article 5 of this Protocol.

2. At the border stations the rail carrier of the neighbouring States shall hand over wagons, goods and documents to the rail carrier responsible for their onward movement.

3. At the interchange stations the rail carrier concerned shall hand over, as appropriate, wagons, goods and documents to the carriers responsible for their onward movement.

Article 7: Technical inspection of rolling stock

Each Contracting Party shall hand over to the other all vehicles destined for destination beyond the border, loaded or empty, in good and running order. Any technical inspection of these vehicles shall be in accordance with any relevant operational agreement between rail carriers of the two Contracting Parties concerned.

Article 8: Inspection of goods in rail transit traffic

Inspection of goods carried in transit by rail shall be conducted at the designated border and interchange stations by the relevant authorities of the States where the station is situated. Such inspection shall be conducted in a manner that ensures that wagons in transit are not unduly detained.

Article 9: Carriage of dangerous goods

Carriage of dangerous goods shall be governed by the provisions of Article 31 of the Northern Corridor Transit Agreement.

Article 10: Removal of obstacles on frontier connecting lines

Where obstacles to traffic arise on a frontier connecting line, they shall be removed by the Contracting Party in whose territory they are located. The rail carriers of the Contracting Parties shall, so far as they can and upon request, assist each other in removing obstacles to rail traffic in transit, in particular by providing the necessary equipment, vehicles, materials and labour, against reimbursement for the actual cost of providing such assistance, in accordance with any relevant provision of any operational agreement between the rail carriers of the two Contracting Parties concerned.

SECTION 3: LIABILITY OF RAIL CARRIER ?

Article 11: Liability to third persons

Liability to third persons for damage occurring in transit shall rest with the rail carrier that causes the damage. If it has not been proved that such damage has been caused by a particular rail carrier, subject to the Railways Act of the countries concerned, liability shall rest with the rail carrier of the Contracting Party on whose territory the damage was sustained.

Article 12: Assertion of claims

The assertion of claims between the rail carriers of the Contracting Parties shall be governed by the following principles:

- (a) Liability for damage caused by the fault of railway employees shall rest with the employing rail carrier;
- (b) Liability for damage resulting from the unsatisfactory condition of structures and installations used for purposes of rail traffic or to ensure the safety of such traffic shall rest with the rail carrier responsible for the maintenance and reconstruction of the structures and installations;
- (c) Liability for damage resulting from the unsatisfactory technical condition of rolling stock shall rest with the rail carrier which last accepted the rolling stock for technical handling;
- (d) Where damage was caused jointly by the rail carriers of both Contracting Parties or by employees of the said carriers, or where it is impossible to determine which carrier, or the employees of which carrier caused the damage or on whose territory the damage occurred, liability shall rest with the two carriers.

Article 13: Application of liability provisions

Details relating to the provisions of Article 12, as well as the method of conducting inquiries to determine the cause and extent of damage, shall be regulated by agreement between the rail carriers of the Contracting Parties.

Article 14: Interpretation of provisions

Any question regarding the proper application of the provisions of this Protocol, or for amendments thereto, shall be referred to the Transit Transport Co-ordination Authority.

PROTOCOL NO.6

TRANSPORT BY ROAD OF GOODS IN TRANSIT ?

Article 1: Application

Pursuant to Section 9 of the Northern Corridor Transit Agreement, the Contracting Parties agree to apply the provisions of this Protocol related to transport by road of goods in transit, which is an integral part of the Agreement, and which is divided into three separate parts.

Article 2: Content of the Protocol

In this Protocol, the Contracting Parties agree to apply its provisions to those aspects of traffic in transit by road connected with regulations concerning road transit transport (Part 1), the technical requirements of vehicles (Part 2) and transport contracts and the liability of road carriers (Part 3).

PART 1: REGULATIONS CONCERNING ROAD TRANSIT TRANSPORT

Article 1: Compliance with national law

The Contracting Parties agree that goods on vehicles engaged in transit operations shall comply with the national laws and regulations of the Contracting Party on whose territory the operation is being carried out.

Article 2: Possession of Road Transport Permits ?

The Contracting Parties may require as a condition for the carriage of goods in transit through their territories, and the entry of unladen road vehicles to these territories, the possession of a Road Transport Permit.

Note: The Road Transport Permit is intended to replace other documents currently in use, such as the Transit Goods Licences required by Kenya and Uganda.

Article 3: Issue of Road Transport Permits ?

1. Road Transport Permits shall be issued by a competent authority of each Contracting Party concerned.
2. Permits shall be granted for vehicles which have been officially inspected, and for which a Certificate of Fitness, or corresponding document, has been

issued by the competent certifying body in the country where the vehicle is registered.

Article 4: Competent authorities

The authorities competent to issue Road Transport Permits are:

in Burundi:

Ministry of Transport, jointly with Ministry of Finance;

in Kenya:

Ministry of Transport and Communications, jointly with Ministry of Finance;

in Rwanda:

Ministry of Transport, jointly with Ministry of Finance;

in Uganda:

Ministry of Transport, jointly with Ministry of Finance;

in Zaire:

Ministry of Transport, jointly with Department of Finance.

Article 5: Validity of permits ?

1. A Road Transport Permit may be issued either for a single journey or for a certain period of time. A Singly Journey Permit is valid for one outward and return journey across the territory of the Contracting State, whereas a Periodic Permit is valid for an unlimited number of journeys to be performed in a period stated, not exceeding twelve months.

2. The Permit shall be valid for one vehicle at a time and only for the carrier to which it was issued or his authorized agents.

Article 6: Contents and form of Road Transport Permit

Road Transport Permits shall include the following particulars:

- registration number of the vehicle;

- name and address of the carrier;
- date of expiry of the Permit;
- any particular conditions under which the Permit has been issued.

Article 7: Priority to certain consignments

The Contracting Parties agree, as far as possible, to grant priority to consignments of live animals, of perishable goods and of other urgently needed goods for which rapid transport is essential.

Article 8: Carriage of dangerous goods

Carriage of dangerous goods shall be governed by the provisions in Article 31 of the Northern Corridor Transit Agreement.

Article 9: Infringements ?

In the event of any infringement in the territory of one of the Contracting Parties of the provisions of this Protocol related to Regulations concerning road transit transport, the competent authority of that Contracting Party may, if it considers it necessary, take appropriate measures under its national laws and regulations and notify the competent authority of the Contracting Party in which the vehicle is registered of the measures taken.

Article 10: Further facilitation efforts ?

Part 1 of the Protocol on transport by road of good in transit is accepted provisionally, while Contracting Parties pursue their efforts towards gradually eliminating regulations, procedures, documents and costs (other than those referred to in Protocol 2 on transit routes and facilities) which affect transit transport by road.

PART 2: TECHNICAL REQUIREMENTS FOR ROAD VEHICLES

Article 1: Definitions

For the purpose of this Protocol, and in addition to the definitions included in Section 2 of the Northern Corridor Transit Agreement, the following expressions shall have the meanings hereby assigned to them:

Axle load: Actual load transmitted to the road pavement via all the wheels connected to a particular axle or axle group;

Laden weight: Actual weight of the vehicle as loaded, with crew and passengers on board;

Permissible maximum weight: Maximum weight of the laden vehicle, declared permissible by the competent authority of the State in which the vehicle is registered;

Unladen weight: Weight of the vehicle without crew, passengers or load, but with full supply of fuel with the tools which the vehicle normally carries.

Article 2: Acceptance of vehicles ?

The Contracting Parties shall admit vehicles which fulfill the technical requirements applied in the territories of other Contracting Parties where the vehicles are registered and which possess a Certificate of Fitness, or corresponding document, issued by the competent certifying body in the country of registration.

Article 3: Adaptation of vehicles for Customs transit ?

Vehicles intended to be used for international carriage of goods by road under this Protocol shall be constructed so as to meet the requirements for carriage under Customs transit, as laid down in the Section 7, Customs Control, of the Northern Corridor Transit Agreement.

Article 4: maximum axle load and gross vehicle weights ?

1. The maximum permissible axle loads, applicable to axles with four wheel per axle, shall be:

- for single axles: 10 tonnes
- for tandem axles: 16 tonnes
- for triple axles: 24 tonnes

2. The total maximum laden weight of any vehicle shall in no case exceed 46 tonnes.

Article 5: Maximum dimensions of vehicles

The dimensions of vehicles used for the carriage of goods in transit shall not exceed:

As regards widths:	2.65m
As regards heights:	4.2m

As regards lengths:

- for rigid chassis vehicles: 11m
- for articulated vehicles: 17.4m
- for truck and drawbar trailer combinations: 18m.

PART 3: TRANSPORT CONTRACT AND LIABILITY OF ROAD CARRIER

The Contracting Parties, having recognized the desirability of standardizing the conditions governing the contract for the international carriage of goods by road, particularly with respect to the documents used for such carriage and to the carriers' liability, agree that the following provisions shall apply for traffic in transit on their respective territories.

Article 2: Conclusion of the contract of carriage ?

1. The contract of carriage shall be confirmed by the making out of a Consignment note.
2. The Consignment note shall be made out in three or more original copies signed by the sender or his agent and by the carrier. These signatures may be printed or replaced by the stamps of the sender and the carrier if the law of the country in which the Consignment note has been made out so permits. The first copy shall be handed to the sender, the second shall accompany the goods and the third shall be retained by the carrier and the rest as required.
3. When the goods which are to be carried have to be loaded in different vehicles, or are of different kinds or are divided into different lots, the sender or the carrier shall have the right to require a separate Consignment note to be made out for each vehicle used, or for each kind or lots of goods.
4. The Consignment note shall contain the following particulars:
 - (a) The date of the Consignment note and the place at which it is made out;
 - (b) The name and address of the sender;
 - (c) The name and address of the carrier;
 - (d) The place and the date of taking over of the goods and the place designated for delivery;
 - (e) The name and address of the consignee;

- (f) The description in common use of the nature of the goods and the method of packing, and, in the case of dangerous goods, their generally recognized description;
- (g) The number of packages and their special marks and numbers;
- (h) The gross weight of the goods or their quantity otherwise expressed;
- (i) Charges relating to the carriage (carriage charges, supplementary charges, Customs duties and other charges incurred from the making of the contract to the time of delivery);
- (j) The requisite instructions for Customs and other formalities;
- (k) A statement that the carriage is subject notwithstanding any clause to the contrary, to the provisions of this Protocol;

5. Where applicable, the Consignment note shall also contain the following particulars:

- (a) A statement that transshipment is not allowed;
- (b) The charges which the sender undertakes to pay;
- (c) The amount of "cash on delivery" charges;
- (d) A declaration of the value of the goods and the amount representing special interest in delivery;
- (e) The sender's instructions to the carrier regarding insurance of the goods;
- (f) The agreed time-limit within which the carriage is to be carried out;
- (g) A list of the documents handed to the carrier.

6. The parties may enter in the Consignment note any other particulars which they may deem useful.

7. The sender shall be responsible for all expenses, loss and damage sustained by the carrier by reason of the inaccuracy or inadequacy of:

- (a) Any of the particulars specified in paragraph 4.b., d., e., f., g., h. and j. and in paragraph 5 of this Article;
- (b) Any other particulars or instructions given by him to enable the Consignment note to be made out or for the purpose of their being entered herein.

8. If, at the request of the sender, the carrier enters in the Consignment note the particulars referred to in paragraph 7.a. above, he shall be deemed, unless the contrary is proved, to have done so on behalf of the sender.

9. If the Consignment note does not contain the statement specified in 4.k. above, the carrier shall be liable for all expenses, loss and damage sustained through such omission by the person entitled to dispose of the goods.

Article 3: Liability of the carrier ?

1. The carrier shall be liable for the total or partial loss of the goods and for damage thereto occurring between the time when he takes over the goods and the time of delivery, as well as for any delay in delivery. The carrier shall however be relieved of liability if the loss, damage or delay was caused by the wrongful act or neglect of the claimant, by the instructions of the claimant given otherwise than as the result of a wrongful act or neglect on the part of the carrier, by inherent vice of the goods or through circumstances which the carrier could not avoid the consequences of which he was unable to prevent.

2. The carrier shall not be relieved of liability by reason of the defective condition of the vehicle used by him in order to perform the carriage, or by reason of the wrongful act or neglect of the person from whom he may have hired the vehicle or of the agents or servants of the latter.

3. The carrier shall be relieved of the liability when the loss or damage arises from the special risks inherent in one or more of the following circumstances:

- (a) Use of open unsheeted vehicles, when their use has been expressly agreed and specified in the Consignment note;
- (b) The lack of, or defective condition of packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;
- (c) Handling, loading stowage or unloading of the goods by the sender, the consignee or persons acting on behalf of the sender or the consignee;
- (d) The nature of certain kind of goods which particularly exposes them to total or partial loss or damage, especially through breakage, rust, decay, desiccation, leakage, normal wastage, or the action of moth or vermin;
- (e) Insufficiency or inadequacy of marks or numbers of the packages;
- (f) The carriage of livestock.

4. Where under this Article the carrier is not under any liability in respect of some of the factors causing the loss, damage, or delay, he shall only be liable to the extent that those factors for which he is liable under this Article have contributed to the loss, damage or delay.

Article 4: Burden of proof ?

1. The burden of proof concerning loss, damage or delay shall rest upon the carrier.

2. When the carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the special risk referred to in Article 3, paragraph 3, it shall be presumed that it was so caused. The claimant shall however be entitled to prove that the loss or damage was not, in fact, attributable either wholly or partly to one of these risks.

3. This presumption shall not apply in the circumstances set out in Article 3, paragraph 3 a., if there has been an abnormal shortage, or a loss of any package.

4. If the carriage is performed in vehicles specially equipped to protect the goods from the effects of heat, cold, variations in temperature or the humidity of the air, the carrier shall not be entitled to claim the benefit of Article 3, paragraph 3 (d), unless he proves that all steps incumbent on him in the circumstances with respect to the choice, maintenance and use of such equipment were taken and that he complied with any special instructions issued to him.

5. The carrier shall not be entitled to claim the benefit of Article 3, paragraph 3.f., unless he proves that all steps normally incumbent on him in the circumstances were taken and that he complied with any special instructions issued to him.

Article 6: Liability in case of delay in delivery ?

1. Delay in delivery shall be said to occur when the goods have not been delivered within the agreed time-limit or when, failing an agreed time-limit, the actual duration of the carriage having regard to the circumstances of the case, and in particular, in the case of partial loads, the time required for making up a completed load in the normal way, exceeds the time it would be reasonable to allow a diligent carrier.

2. The fact that goods have not been delivered within thirty days following the expiry of the agreed time-limit, shall be conclusive evidence of the loss of the goods, and the person entitled to make a claim may thereupon treat them as lost.

3. The person so entitled may, on receipt of compensation for the missing goods, request in writing that he shall be notified immediately should the goods

be recovered in the course of compensation. He shall be given a written acknowledgement of such request.

4. Within the thirty days following receipt of such notification, the person entitled as aforesaid may require the goods to be delivered to him against payment of the charges shown to be due on the consignment note and also against refund of the compensation he received less any charges included therein but without prejudice to any claims to compensation for delay in delivery.

5. In the absence of the request mentioned in paragraph 3 above, or any instructions given within the period of thirty days specified in paragraph 4, or if the goods are not recovered until more than one year after the payment of compensation, the carrier shall be entitled to deal with them in accordance with the law of the place where the goods are situated.

Article 6: Compensation in case of loss or delay in delivery ?

1. When, under the provisions of this Protocol, a carrier is liable for compensation in respect of total or partial loss of goods, such compensation shall be calculated by reference to the value of the goods at the place and time at which they were accepted for carriage.

2. The value of the goods shall be fixed according to the commodity exchange price or, if there is no such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to the c.i.f. value.

3. Compensation shall not, however, exceed 1300 Special Drawing Rights per lorry load, or a sum at the rate of 330 Special Drawing Rights per metric ton on the gross weight of the goods, whichever is less.

4. In addition, the carriage charges, Customs duties and other charges incurred in respect of the carriage of goods shall be refunded in full in case of total loss and in proportion to the loss sustained in case of partial loss, but no further damages shall be payable.

5. In the case of delay, if the claimant proves that damages has resulted therefrom the carrier shall pay compensation for such damage not exceeding the carriage charges.

6. Higher compensation may only be claimed where the value of the goods or a special interest in delivery has been declared in accordance with Article 7 and 9.

Article 7: Compensation in case of higher value for the goods ?

The sender may, against payment of a surcharge to be agreed upon, declare in the Consignment note a value for the goods exceeding the limit laid down in Article 6, paragraph 3, and in that case the amount of the declared value shall be substituted for that limit.

Article 8: Liability in case of damage to the goods ?

1. In case of damage, the carrier shall be liable for the amount by which the goods have diminished in value, calculated by reference to the value of the goods fixed in accordance with Article 6, paragraphs 1, 2 and 4.
2. The compensation may not, however, exceed:
 - (a) If the whole consignment has been damaged, the amount payable in case of total loss;
 - (b) If part only of the consignment has been damaged, the amount payable in the case of loss of the part affected.

Article 9: Rate of interest in delivery in the case of damage ?

1. The sender may, against payment of a surcharge to be agreed upon, fix the amount of a special interest in delivery in the case of loss or damage or of the agreed time-limit being exceeded, by entering such amount in the Consignment note.
2. If a declaration of a special interest in delivery has been made, compensation for the additional loss or damage proved may be claimed up to the total amount of the interest declared, independently of the compensation provided for in Article 6, 7 and 8.

Article 10: Rate of interest on compensation ?

1. The claimant shall be entitled to claim interest on compensation payable. Such interest, calculated in reference to the prevailing rates of interest, shall accrue from the date on which the claim was sent in writing to the carrier or, if no such claim has been made, from the date on which legal proceedings were instituted.
2. When the amounts on which the calculation of the compensation is based are not expressed in the currency of the country in which payment is claimed, conversion shall be at the rate of exchange applicable on the day and at the place of payment of compensation.

PROTOCOL NO.7

HANDLING OF DANGEROUS GOODS

Article 1: Application

Pursuant to Article 31 of the Northern Corridor Transit Agreement, the Contracting Parties agree to apply the provisions of this Protocol related to Handling and transport of dangerous goods, which is an integral part of the Agreement.

Article 2: Content of the Protocol ?

This Protocol covers the handling and transport in transit within the territories of the Contracting Parties of such materials, substances and articles which in accordance with accepted international recommendations are classified as dangerous goods.

Article 3: Recognition of international recommendations ?

The Contracting Parties, recognizing the need for uniform procedures in the handling of dangerous goods, take note of:

- (a) The recommendations of the Committee of Experts on the Transport of Dangerous Goods of the United Nations;
- (b) The regulations for the Safe Transport of Radioactive Materials of the Board of Governors of the International Atomic Energy Agency;
- (c) The provisions on the carriage of dangerous goods in the Convention for the Safety of Life at Sea;
- (d) The International Maritime Dangerous Goods (IMDG) Code of the International Maritime Organization; and
- (e) The Technical Instructions for the Safe Transport of Dangerous Goods by Air, of the International Civil Aviation Organization.

Article 4: Classification and definitions of classes of dangerous goods ?

The Contracting Parties recognize the classification of goods by the type of risk involved, set forth in the manual "Transport of Dangerous Goods" of the United Nations, as the basis for determining hazards in the transport of dangerous goods.

Article 5: Labelling and placarding of dangerous goods

The Contracting Parties undertake to acquaint the parties concerned in their countries with the internationally recommended danger labels or placards identifying risks which are affixed to dangerous goods arriving from abroad, and to issue appropriate instructions for handling and transport of goods so labelled according to the risk involved.

Article 6: Documentation for dangerous goods

The documents to be used in connection with the handling and transport of dangerous goods are provided for under Section 8, Documentation and procedures, of the Northern Corridor Transit Agreement.

PROTOCOL NO. 8

FACILITIES FOR TRANSIT AGENCIES AND EMPLOYEES

Article 1: Application

Pursuant to Section 10 of the Northern Corridor Transit Agreement, the Contracting Parties agree to apply the provisions of this Protocol related to facilities for transit employees, which is an integral part of the Agreement.

Article 2: Content of the Protocol

This Protocol contains provisions for the granting of facilities and making of arrangements in order to facilitate orderly management and conduct of traffic in transit, and for the smooth and speedy movement of such traffic on the respective territories of the Contracting Parties.

Article 3: Establishment of Transit Liaison Offices ?

Each Contracting Party shall allow other Contracting Parties which so desire to open Transit Liaison Offices and station Liaison Officers at such offices in their respective territories.

Article 4: Carrier agencies ?

Each Contracting Party shall grant carriers, duly recognized by the competent authority of the Contracting Parties where such carriers are domiciled, permission to set up agencies in their respective territories for the purpose of conducting transit traffic operations.

Article 5: Provision of services and amenities ?

The Contracting Parties shall provide, wherever possible, services for lighting, heating, cooling, cleaning, telephone and telex communications and postal facilities, to liaison offices where permitted, and to agencies set up by the other Contracting Parties within their territories, on payment of the prevailing charges for such services.

Article 6: Visa work and stay permits for transit employees ?

Each Contracting Party shall issue multiple entry visa and work permits of the longest possible duration to the employees of transport enterprises and companies engaged at their agencies, or in the operation of transit on its territory.

Article 7: Travel of transit employees

The Contracting Parties shall allow officials of carrier agencies employed for the operation of traffic in transit en route on their territories to travel freely on all routes open to such traffic.

Article 8: Identification of employees ?

1. The Contracting Parties agree to issue Transit Service Cards to the employees of their respective transit agencies, stationed on their territories, indicating their names, nationality, rank and the nature of their duties, with instructions to present such Transit Service Cards upon request of competent officials while in the territory of the other Contracting Parties, provided it is understood that such Transit Service Cards are not travel documents.

2. The Contracting Parties shall encourage their transit employees to wear distinguishing badges or uniforms while on duty, in order to make them easily distinguishable in their functions in transit traffic.

Article 9: Exchange of information ?

1. The Contracting Parties agree to exchange information with descriptions of the distinguishing signs, identity cards and badges, and uniforms used in connection with transit traffic, and to inform each other of any changes made.

2. The Contracting Parties also agree to transmit information specifying the names and functions of the employees of their carrier agencies stationed on the territories of the other Contracting Parties, and the places where they are stationed.

PROTOCOL NO. 9

THIRD PARTY MOTOR VEHICLE INSURANCE ?

Article 1: Application

Pursuant to Article 29 of the Northern Corridor Transit Agreement, the Contracting Parties agree to apply the provisions of this Protocol on the third party motor vehicle insurance, which is an integral part of the Agreement.

Article 2: Content of the Protocol ?

This Protocol contains provisions on the establishment of an international compulsory motor vehicle third party liability insurance scheme enabling road carriers and other motorists from each of the Contracting Parties to be adequately insured against third party liability risks in traffic in the territory of the other Contracting Parties.

SECTION I: GENERAL PROVISIONS

Article 3: Definitions

For the purpose of this Protocol and in addition to the definitions included in Section 2 of the Northern Corridor Transit Agreement, the following expressions shall have the meaning herein assigned to them:

National Bureau: Insurance company designated in each of the Contracting Parties to perform the issuing and handling functions necessary for the operation of the international compulsory motor vehicle third party liability insurance scheme.

Member: Insurance company or underwriting group which is a member of any one of the **National Bureaux**;

Council of Bureaux: Body composed of all **National Bureaux** and in charge of the co-ordination and supervision of their operations.

International Insurance Card: Compulsory motor vehicle third party liability International Insurance Card, in accordance with the model agreed on by the **Council of Bureaux**.

Self-propelled vehicle: Any motor vehicle built or adapted for the carriage of persons or goods by road and any trailer or semi-trailer designed to be drawn by such vehicle;

Insurance policy: Contractual document issued by a **member** to an insured to cover liability arising out of the use of a **self-propelled vehicle**;

Policy holder: Legal or natural person who takes out an **Insurance policy** on payment of premiums to cover liability arising out of the use of a self-propelled vehicle.

Article 4: Implementation of this Protocol ?

In addition to the responsibilities assumed under other provisions of this Protocol, the Contracting Parties shall take all necessary measures for the implementation of this Protocol and, in particular:

- (a) Undertake to require the insurance company or companies established in their territory and writing motor vehicle third party liability insurance to adopt the international insurance scheme described in this Protocol;
- (b) Enact any domestic law provisions required for the implementation of this Protocol, and
- (c) Allow funds to be transferred for the reimbursement of compensation paid by the National Bureaux of the other Contracting Parties as described in Article 10 **et seq.** of this Protocol.

Article 5: Insurance coverage ?

For the purpose of the international compulsory motor vehicle third party liability insurance scheme established by this Protocol, motor vehicle third party insurance shall provide at least all the guarantees required by the laws and regulations governing compulsory motor vehicle third party insurance in the country or countries of transit and of destination.

SECTION II: RULES RELATING TO INTERNATIONAL INSURANCE CARDS

Article 6: Obligation to hold an International Insurance Card ?

The driver of any self-propelled vehicle who leaves the territory of one Contracting Party to drive in the territory of the other Contracting Parties shall hold an International Insurance Card. This card shall be carried on board the self-propelled vehicle and shall be presented upon requested.

Article 7: Issue of the International Insurance Card

The International Insurance Card shall be issued by the National Bureaux to be established in the territory of each of the Contracting Parties, in accordance with Article 12 of this Protocol.

Article 8: Coverage and validity of International Insurance Cards ?

1. The International Insurance Card shall be proof of the guarantees described in Article 5 of this Protocol.
2. The International Insurance Card shall be equivalent to a certificate of insurance.
3. The International Insurance Card shall be issued for a specific period of time not to exceed one calendar year, irrespective of the number of journeys to be made.
4. The International Insurance Card shall be valid for a particular self-propelled vehicle and shall in no case be transferred to another self-propelled vehicle.

Article 9: Content and form of the International Insurance Card ?

1. The International Insurance Card shall, *inter alia*, include the following particulars:
 - (a) Name and address of the issuing National Bureau;
 - (b) Name and address of the insurer;
 - (c) Signature and stamp of insurer;
 - (d) Identification of the self-propelled vehicle;
 - (e) Name and address of the policy holder;
 - (f) Date of commencement and date of expiry of the card;
 - (g) Name and address, in each Contracting Party, of the National Bureau which the policy holder is to notify in the event of an accident;
 - (h) Number of the insurance policy; and
 - (i) Serial number of the card.
2. The model of the International Insurance Card shall be decided upon by the Council of Bureaux. It shall be printed both in English and in French.

SECTION III: NATIONAL BUREAUX

Article 10: Establishment of National Bureaux ?

The Contracting Parties undertake to require the insurance company or companies established in their territory and writing motor vehicle third party insurance to set up National Bureaux whose functions as issuing and handling agencies are defined in Article 12 and 13 of this Protocol.

Article 11: Designation of National Bureaux ?

In each Contracting Party, the National Bureaux shall be an insurance company selected by and from among the insurance companies authorized by the national authorities responsible for insurance to transact motor vehicle third party insurance and wishing to issue International Insurance Cards to their policy holders.

Article 12: The National Bureau as issuing agency ?

As an issuing agency, the National Bureau shall perform the following operations:

- (a) Provide International Insurance Card forms to member insurers of the Bureau who request them, arrange for the printing of the Card form and assign each one a serial number. Insurers shall keep a record of Card holders and shall undertake not to issue Cards to persons other than their own motor vehicle third party liability policy holders;
- (b) Give each National Bureau in the other Contracting Parties a mandate to receive statements and claims by its policy holders concerning accidents occurring in the territory of each other Contracting Parties, to investigate such accidents and to pay compensation by the usual supporting evidence. In the case of claims for damages which are expected to exceed this amount, the Bureau shall obtain prior authorization from the Issuing Bureau before agreeing to any settlement;
- (c) Reimburse the National Bureau which has paid compensation for:
 - (i) The total amount paid by way of damages, expenses and disbursements or the amount equivalent to the settlement, where the settlement is made by amicable agreement. Fines shall on no account be reimbursed;
 - (ii) Expenses actually incurred during the investigation and settlement of the claim; and

- (iii) The handling fee to be determined in advance and for all cases by the Council of Bureaux.

Reimbursement shall be made at the registered office of the requesting National Bureau, without any transfer or exchange rate fees to be charged to the Handling Bureau. A clearing facility may be devised by the Council of Bureaux.

Article 13: The National Bureau as handling agency ?

As a handling agency, the National Bureau shall perform the following operations:

- (a) It shall act in the best interests of the Issuing Bureau whenever it is informed of an accident caused in its territory by the holder of an International Insurance Card for motor vehicle third party liability issued by the National Bureau of another Contracting Party. It shall in particular, verify the circumstances of the accident and, on the basis of its findings, take any action it deems necessary. As indicated in Article 12, paragraph (b), it may, without the prior authorization of the Issuing Bureau, settle claims up to a limit to be set by the Council of Bureaux. It shall, in any event, advise the Issuing Bureau of any claims it is handling on the latter's behalf. In its capacity as handling agency, the Bureau shall be entitled to institute legal action;
- (b) When the compensation in question is equal to or more than an amount to be set by the Council of Bureaux, the Handling Bureau may instruct the Issuing Bureau to request its bank to place immediately at its disposal an amount corresponding to the amount of compensation.

Article 14: Guarantee of the solvency of the National Bureaux ?

Each Contracting Party shall guarantee the solvency of its National Bureau for its obligations under Article 12 and 13 of this Protocol by:

- (a) Depositing directly at its Central Bank a letter of credit in the amount of at least 100,000 United States Dollars, or
- (b) Ensuring that its National Bureau deposits a letter of credit in the amount of at least 100,000 United States Dollars at its Central Bank.

SECTION IV: THE COUNCIL OF BUREAUX

Article 15: Establishment of a Council of Bureaux ?

A Council of Bureaux shall be set up to co-ordinate and supervise the legal, technical, administrative and financial operations of the National Bureaux.

Article 16: Composition and meetings of the Council of Bureaux ?

1. The Council of Bureaux shall consist of two representatives appointed by each National Bureau and of two representatives of the Transit Transport Co-ordination Authority.
2. The Council of Bureaux shall elect its Chairman and its Vice-chairman from among the representatives appointed by the National Bureaux for a specific term and according to the rotation principle.
3. The Council of Bureaux shall meet twice a year. Extraordinary meetings may be held at the request of one of the National Bureaux.
4. Each National Bureau shall have one vote. The Council of Bureaux shall only sit validly when three quarters of the Bureaux are present or represented. However, one Bureau shall represent only one other Bureau. Decisions shall be taken unanimously by the Bureaux present and represented.

Article 17: Functions of the Council of Bureaux ?

The Council of Bureaux shall:

- (a) Co-ordinate the operations of the National Bureaux. To that end, the Council shall prepare an Inter-Bureaux Agreement which is to be signed by all the Bureaux and which the Council alone shall be entitled to amend;
- (b) Make recommendations to the competent authorities with a view to improving the international compulsory motor vehicle third party liability insurance scheme, harmonizing procedures for compensation for road traffic accidents and strengthening accident prevention, where necessary, through amendments to the laws and regulations in force in the Contracting Parties;
- (c) Settle disputes between two or more National Bureaux relating to the application or interpretation of the provisions of this Protocol. The decisions of the Council shall be notified to the National Bureaux and

the Council shall ensure their implementation. The decisions of the Council shall be taken by unanimous vote. If no unanimous decision is obtainable, the matter shall be referred to a commission composed of the Ministers responsible for insurance affairs or of their representatives. The decision taken by the commission shall be final and binding on the parties to the dispute.

ACT CONCERNING THE CONDITIONS OF
ACCESSION AND ADJUSTMENTS OF THE
NORTHERN CORRIDOR TRANSIT AGREEMENT

Kigali, 8 May 1987

PART ONE: PRINCIPLES

Article 1

For the purpose of this Act, the following expression shall have the meaning hereby assigned to them:

Original Agreement: The Northern Corridor Transit Agreement, its nine Protocols and its Annex as entered into force on the 15 November 1986;

Northern Corridor Transit Agreement: The original Agreement supplemented or amended;

Original Contracting Parties: The Government of the Republic of Burundi, the Government of the Republic of Kenya, the Government of the Republic of Rwanda and the Government of the Republic of Uganda;

New Contracting Party: The Executive Council of the Republic of Zaire.

Article 2

From the date of accession, the provisions of the **original Agreement** and the acts adopted in accordance with that Agreement shall be binding on the **new Contracting Party** under the conditions laid down in the Northern Corridor Transit Agreement and by this Act.

Article 3

The **new Contracting Party** shall be in the same situation as the **original Contracting Parties** in respect of resolutions and decisions taken by the Transit Transport Co-ordination Authority. They shall accordingly observe the principles and guidelines deriving from the resolutions and decisions and will take such measures as may be necessary to ensure their implementation.

PART TWO: ADJUSTMENTS TO THE NORTHERN CORRIDOR TRANSIT AGREEMENT

Northern Corridor Transit Agreement (Basic text)

PREAMBLE

The words "**and the Executive Council of the Republic of Zaire**" should be added to the Governments mentioned at the beginning.

In the fifth paragraph, the words ***“to which they have subscribed”*** should be replaced by the words ***“to which most of the Contracting Parties have subscribed”***

PROTOCOL NO.2: TRANSIT ROUTES AND FACILITIES

SECTION 1: DESIGNATION OF TRANSIT ROUTES

Article 3: Transit routes for road traffic

2. For the purpose of the traffic in transit by road through Uganda, the Government of Uganda adds the following roads:

From	By way of	To
Malaba	Jinja-Kampala	Ishasha River
Malaba	Jinja-Kampala	Mpondwe
Malaba	Tororo	Goli
Malaba	Tororo	Arua
Busia	Jinja-Kampala	Ishasha River
Busia	Jinja-Kampala	Mpondwe
Busia	Tororo	Goli
Busia		Arua
Kasese		Mpondwe
Kasese		Ishasha River

3. For the passage of traffic in transit by road through Rwanda, the Government of Rwanda adds the following roads:

From	By way of	To
Kagitumba	Kigali-Butare	Cyangugu
Kagitumba	Kigali-Ruhengeri	Gisenyi
Gatuna	Kigali-Butare	Cyangugu
Gatuna	Kigali-Ruhengeri	Gisenyi

4. For the passage of traffic in transit by road through Zaire, the Executive Council of Zaire designates the following roads:

From	By way of	To
Aru	Bunia	Kisangani or Isiro
Mahagi	Bunia	Kisangani or Isiro
Kasindi	Beni	Kisangani or Bunia
Ishasha		Goma Ville
Goma Ville		Goma
Bukavu	Kindu	Kisangani

Kiliba	Uvira	Kalundu
Kavimvira	Uvira	Kalundu
Kamanyora	Bukavu	Kalundu.

Article 7: Facilities for rail traffic

The words "**for Burundi and Rwanda**" should be replaced by the words "**for Burundi, Rwanda and Zaire**".

PROTOCOL NO.3: CUSTOMS CONTROL

Article 8: Customs offices for Customs transit

2. Uganda accepts to add the following Customs offices of destination:

Gole, Arua, Ishasha River.

3. Rwanda accepts to add the following Customs offices of destination:

Cyangugu , Bugarama

5. Zaire designates the following Customs offices which it has, for the purposes of this Protocol, empowered to act as

Offices of departure: Arua, Mahagi, Kasindi, Ishasha, Bunagana, goma, Kavimvira, Ruzizi I, Ruzizi II, Kamanyora

Offices en route: Arua, Mahagi, Kasindi, Ishasha, Bunagana, Goma, Kavimvira, Ruzizi I, Ruzizi II, Kamanyora

Offices of destination: Bunia, Kisangani, Isiro, Goma Ville, Uvira, Kalundu, Bukavu, Kiliba, Kindu, Baraka, Butembo.

Article 10: Customs security

2. **In Zaire :**
Commercial banks.

PROTOCOL NO.6 TRANSPORT BY ROAD OF GOODS IN TRANSIT

Article 4: Competent authorities

The Executive Council of Zaire designates, as the authority competent to issue Road Transport Permits: the Department of Transport, jointly with the Department of Finance.

RESERVATIONS

Text of the reservation made by the Republic of Uganda

“At the moment of signing the Northern Corridor Transit Agreement, the Government of the Republic of Uganda makes the reservation that in applying Article 24 of the Agreement payment for fuel and lubricants necessary for the operation of traffic in transit on its territory will have to be effected in convertible currency in accordance with regulation currently in force in Uganda.”

RATIFICATION AND ACCESSIONS

Uganda (ratification)	30 April 1985
Rwanda (ratification) 1985	5 September
Kenya (ratification) 1986	10 September
Burundi (ratification)	14 October 1986
Entry into force	15 November 1986
Zaire (accession)	28 May 1987

NORTHERN CORRIDOR TRANSIT AGREEMENT

EXPLANATORY NOTES

Preambular Paragraphs

In the Preamble, the official names of the Contracting Parties are given, in alphabetical order, as they appear in the United Nations Terminology Bulletin. Elsewhere in the text of the Agreement and Protocols, short names of the Contracting Parties are listed in alphabetical order as follows: Burundi, Kenya, Rwanda, Uganda, Zaire; in certain places the geographical order counted from the sea coast is used: Kenya, Uganda, Rwanda, Burundi, Zaire.

The Heads of State of Burundi, Kenya, Rwanda and Uganda have signed the "Treaty for the establishment of the Preferential Trade Area for Eastern and Southern African States" (hereafter referred to as the PTA Treaty). Explicit reference to the Treaty is made in the Preamble, in order to make it clear that the PTA Treaty has been taken into account in drafting the Agreement.

Moreover, at the PTA Summit Meeting held in Harare, Zimbabwe, in December 1983 it was recommended that all PTA Member States should accede to the Nairobi "Convention on Mutual Administrative Assistance for the Prevention, Investigation and Repression of Customs Offences", 1977; the Convention has since been ratified by Kenya. Reference to the Nairobi Convention has also been added in the preamble because of its significance for the enforcement of Customs legislation.

Certain principles and ways of expression have been widely accepted within the international community and many States are parties to international conventions and agreements where such principles and wordings are reflected. The explanatory notes of the present Agreement, in several places, make reference to such international instruments. It is common practice to refer to internationally recognized instruments, as a matter of reference and whether or not all contracting parties are parties to all the instruments referred to. This provides a reassurance that such instruments have not been neglected or contradicted, which may be helpful for contracting parties which at some future stage may consider acceding to them.

In principle, sovereign States are free to accept any provisions and any wordings they wish. In the present case, if one of the States concerned cannot accept that the reference is maintained, and if the other countries do not wish to have it removed, that State can make a reservation when acceding to the Agreement, stating that it is not party to the Conventions referred to.

SECTION 1

Article 1

The purpose of the text in the first paragraph of Article 1 is only to underline in general terms that the main purpose of the Agreement is to promote the use of the Northern Corridor for traffic in transit.

The expression “all possible facilities” in the second paragraph includes its own limitations: granting of facilities can only be expected within the technical capabilities of the Contracting Parties.

SECTION 2

Article 2

The definitions given in this Section apply generally to the Agreement and its Protocol. They are either quoted from other Conventions and instruments, or have been prepared specifically for the present Agreement. Some terms relevant only for a particular Protocol have been defined in the Protocol concerned.

SECTION 3

Article 3

The internationally community does not recognize any absolute extra-territorial right of a country in any part of the sovereign domains of other countries, hence it does not regard right of transit as an unconditional right but as a right governed by terms and conditions on which the Contracting Parties may agree. Explicit reference to agreements on the application of the right of transit in the framework of this Agreement can be found i.a. in Article 6.

It should be noted that Article 19, para. 2 of the PTA Treaty states that “Each Member State shall grant freedom of transit of goods proceeding to or from another Member State indirectly through that territory in accordance with the provisions of the Protocol on transit trade and facilities annexed to this treaty as Annex V”. Article 2, para. 1 of the above Protocol provides that “Member States undertake to grant all transitors and transit traffic freedom to traverse their respective territories by any means of transport suitable for that purpose when coming from:

- (a) or bound for other Member States; or
- (b) third countries and bound for other Member States; or
- (c) other Member States and bound for third countries”.

These provisions of the PTA grant those Northern Corridor States which are PTA signatories the right of transit on the territories of each other.

Article 4

This article, excluding goods originating in South Africa from the benefit of the transit facilities and privileges provided for in this Agreement, reflects similar provisions in Article 19, para. 3 of the PTA Treaty.

SECTION 5

Article 6

The reason for including provisions on transit routes in two places in this Agreement is that such provisions may be justified both in order to direct traffic in transit along routes which are capable of carrying such traffic (or to avoid routes which are not), and in order to channel such traffic to routes where Customs control can be exercised. All routes satisfying the first criterion may not be acceptable under the second.

According to Article 2 of the Convention and Statute on the Freedom of Transit (Barcelona, 1921), the Contracting Parties undertake to facilitate free transit on routes adequate for international transit. Determining factors in exercising the right to transit freely may include: volume of traffic, distance, available facilities along the routes, dimensions and technical standards of vehicles, technical capacity of the communication network, and the nature of the goods transported.

Article 2.(1) of the Convention on transit trade of Land-locked States (New York, 1965), reaffirms this principle and specifies that the selection of transit routes must be made in agreement between the transit State and the beneficiary State.

Article 8

The safeguard of public security is an obligation for each Contracting Party, which is responsible for ensuring security of transport in transit on its own territory (Recommendation F, Mombasa meeting).

SECTION 6

The purpose of this Section is to specify the measures that will have to be taken in the future to allow rapid transport of goods in transit.

It is understood that all the obligations under this Agreement, cannot be implemented immediately and that sufficient time has to be allowed, particularly for such measures which involve additional financing. It is a matter for the TTCA to set a time-table for implementation, on the basis of agreed priorities, technological and financial resources available, and other economic, administrative and technical factors involved.

Certain control procedures at border crossing points constitute major bottlenecks for the carriage of goods. In order to reduce the delays at these points, Customs administrations should try to avoid double checking of the vehicles and of their loads by proceeding, to the extent possible, towards joint control; this may also reduce the extent of damage caused to the goods by unnecessarily repeated handling.

SECTION 7

Article 12

This Article aims at providing a legal basis in cases when the Customs services from two countries operate jointly at a frontier posts, perhaps housed in the same building. Such arrangements have been proposed along the Northern Corridor; at the Mombasa meeting, it was recommended (recommendations I and V) that, where no adjacent border posts exists, each Contracting Party shall authorize the Customs officers of the other Contracting Party to execute Customs control on its territory, jointly with its own officers, or successively. It was stated at the Bujumbura meeting that, despite the fact that the RCTD transit system will reduce the need for joint inspection of road vehicles, the building of Customs houses for joint use was delayed only because of financial constraints.

Once common Customs frontier posts have been established, it follows that Customs officials from one country will execute the law of that country on the territory of the country where the joint building is located. If it is found, for instance, that a seal affixed in Mombasa has been tampered with during the passage through Uganda, and if the Ugandan Customs Officer checking the seals is working at a border post physically located on the Rwandan side of the border, then his presence and operation on Rwandese soil would have to be legally justified, particularly if legal action is to be taken in Uganda against the offender.

SECTION 8

During the Mombasa meeting, the Northern Corridor States undertook to eliminate or reduce administrative procedures that restrain the free and efficient movement of goods in transit in the Northern Corridor. They stated that they were "convinced that the elimination of these constraints constitutes the basis for not only promoting the trade flows and economic activities of the region, but also for an adequate utilization and strengthening of the existing infrastructure system".

Too many documents and cumbersome administrative procedures delay the movement of goods in international trade. Those delays may be substantially reduced by adopting simplified procedures and documents aligned to the United Nations Layout Key for trade documents. Alignment of forms allows for subsequent introduction of simplified methods of document preparation (one-run methods, etc.). Documentary and procedural reforms must be undertaken step by step and it is necessary to ensure the required follow-up on such improvements by making appropriate arrangements for technical and administrative support (national facilitation bodies).

SECTION 9

Article 18

In Annex V to the PTA Treaty, Protocol on transit trade and transit facilities, Article 2, para. 4, it is stated: "For the purpose of this Protocol, the Member States undertake to ensure that there shall be no discrimination in the treatment of persons, mail, merchandise and **means of transport** coming from or bound to the Member States, and that rates and tariffs for the use of their facilities by other Member States shall not be less favourable than those accorded to their own traffic."

This provision of the PTA gives transit carriers the right to select the particular vehicles they wish to use in transit traffic, whether they are registered in the country of departure or in any other Northern Corridor State, or indeed in any other country, subject of course to the holding of proper permits where these are prescribed and to any other condition stipulated elsewhere in the Agreement. In principle, the provision also offers freedom to choose between **modes** of transport i.e. between rail and road.

Article 20

To ensure good conditions for traffic in transit, transit countries should permit means of transport used for transit operations to remain in their territories during a period of time sufficient for contingencies arising, such as delays when loading and unloading or when forming a convoy under escort, breakdowns, etc. The provisions of Article 20 are not intended to give drivers excuse to extend the duration of their passage, but to protect transit operators against complications and extra cost due to events they cannot control. Nevertheless, such provision does not prevent the imposition of fines or charges on unjustified and abusive delays.

Article 22

In order to enable the countries concerned to adapt the traffic load to the capacity of their transit roads, vehicles admitted in transit on the territory of a transit country are often limited to a certain number fixed in advance for a given period.

Any such provision is meant to help the Northern Corridor countries to keep the traffic in transit at a level related to the capacity of their road infrastructure.

Article 24

This provision is supported in principle in PTA, Annex V Protocol on transit trade and facilities, Article 2, para. 4, which states that "the Member States undertake to ensure that there shall be no discrimination in the treatment of **means of transport** coming from or bound to the Member States, and that **rates and tariffs for the use of their facilities by other Member States shall not be less favourable than those accorded to their own traffic.**"

Article 25

The intention of this provision is to ensure that means of transport of other Contracting Parties will be granted treatment equal to domestic means of transport. This measure has support in principle in PTA, Annex V, Protocol on transit trade and facilities, Article 2, para. 4, which states that "For the purpose of this Protocol, the Member States undertake to ensure that there shall be no discrimination in the treatment of persons, mail, merchandise and **means of transport** coming from or bound to the Member States", and in PTA Annex VII, Protocol on transport and communications, Article 3, para. m) or o) stating, respectively, that the Member States shall "ensure that common carriers from other Member States have the opportunities and facilities as common carriers in their territories in the undertaking of inter-State transport operations," and shall "ensure that the treatment of motor transport operators engaged in inter-State transport within the Preferential Trade Area from other Member States is not less favourable than that accorded to the operators of similar transport from their own territories." Article 25 of the NCTA aims at expressing the spirit of such provisions of the PTA which grant facilities, opportunities and treatment to road carriers on equal basis with the nationals of other PTA Member States.

Article 26

This Article has support in PTA, Annex V, Protocol on transit trade and facilities, which in article 2, para. 4 states that "For the purpose of this Protocol, the Member States undertake to ensure that there shall be no discrimination in the treatment of persons, mail, merchandise and means of transport coming from or bound to the Member States, and that **rates and tariffs for the use of their facilities by other Member States shall not be less favourable than those accorded to their own traffic.**" The charges and other financial obligations referred to here are specified in Article 35.

SECTION 11

Relevant international conventions entitle transit countries to charge expenses actually incurred for services and facilities provided to transit operations. Such expenses are of two categories:

1. Administrative expenses, and charges for control of traffic and safeguarding of public order, incumbent on the transit State on its own territory. International law recognizes that such charges can be levied on transit transport, but that the rate to be applied must be calculated on the same basis as the one applied to national traffic and must correspond, to the extent possible, with the expenses actually incurred by the transit State.

These principles are expressed in Article 3 of the Convention and Statute on the Freedom of Transit (Barcelona, 1921), Article 7 of the Convention on the regime of international navigable waterways (Barcelona, 1922) Article 5 of the General

Agreement on Tariffs and Trade (1948), Article 23 of the Havana Charter (1948), and Article 3 of the Convention on Transit Trade of Land-locked States (New York, 1965).

2. Rent (dues, taxes) covering the costs of services and facilities used for traffic in transit such as means of transport, piloting, use of warehouses, etc.

International law recognizes the right for the transit States to perceive taxes for services and facilities, with the condition that the tariffs are reasonable as to rates and the method for application of such rates. This is stated in Article 4 of the Convention and Statute on the Freedom of Transit (Barcelona, 1921), Article 5 of the General Agreement of Tariffs and Trade (1948), and Article 4 of the Convention on Transit Trade of Land-locked States (New York, 1965). The rate of those taxes must be fixed on an equity basis, if possible, through negotiation between the Contracting Parties. Nevertheless the transit State preserves the right to readjust those tariffs according to the variation of real costs of services and facilities, after informing the countries concerned on the need for such a readjustment and taking into account their observations.

SECTION 12

The official minutes of the meetings held in Mombasa, Nairobi and Kampala expressed a common need for a permanent body to handle the Northern Corridor transport system. As there had been no proposals for any distinctive name of the body, the term "Permanent Steering Committee" was initially used.

It was agreed to adopt a more distinctive name, "**Transit Transport Co-ordination Authority**" (TTCA), and that TTCA should be formally created through the adoption of the Agreement itself, rather than be in existence before that event. This is reflected in Article 37.

SECTION 13

The basis for the settlement of any dispute is the common will of the parties concerned to reach an agreement which – in a spirit compromise – takes into account the interests of each of them.

Arbitration clauses should provide the various procedural steps required to ensure that the Contracting Parties can benefit from arbitration, even if one of them is unwilling, as follows:

The **first step** is for the parties to try to solve the dispute by consultation or discussion between them. This step may include any kind of informal or formal meetings of the authorities concerned with the issue under dispute; to be convened either within the framework of the TTCA, or outside. This step is covered by Article 40 of the Agreement.

If the first step does not solve the dispute, the **second step** will be to submit the dispute to arbitration. The Contracting Parties involved should agree on the appointment of one or more arbitrators and on the place for arbitration.

If they cannot agree on the appointment of arbitrators and on the place for arbitration any Contracting Party is entitled to request that a council of the Ministers of Transport of the Contracting Parties settles these matters. If the council of Ministers fails to agree, any Contracting Party can require that arbitrators be nominated by an appointing authority, previously agreed upon between them and external to the dispute. This **third step** provides arbitration to the parties even if one of them is reluctant and tries to delay the appointment of arbitrators.

In Article 41, paragraph 3, the regional centre for commercial arbitration in Cairo, belonging to the Asian/African Legal Consultative Committee (AAICC), is designated as the appointing authority. The AAICC has been proposed for this function as it is competent to deal with arbitration matters and as it has been ascertained that it would be prepared to accept this assignment and that the centre has been established in order to respond to any demand for international arbitration even if not previously informed by the Parties of their intention to refer to it. *As a matter of courtesy, however, the AAICC should be informed of this intention at the time of the entry into force of the NCTA.*

SECTION 14

This Section contains provisions which are normally present in any Agreement of this kind, and which aim at clarifying the relationship of the Contracting Parties under this Agreement and under other international agreements to which they may have become parties, and that the interpretation of the provisions of the NCTA must be in conformity with the principles recognized in international law.

Article 45

Although not firmly established in international law, a practice has emerged that international conventions and multilateral agreements take precedence over any bilateral agreement. The purpose of Article 45 is to make it clear that Contracting Parties which accede to International Conventions (.e.g. the Nairobi Convention) or multilateral agreements of wider application than the present Agreement (e.g. the PTA Treaty) may have to fulfil obligations under these instruments which go further than the provisions of this Agreement. In the case of a "conflict between conventions", the solution will be either to amend this Agreement, or to make reservations to this Agreement, or to the other instrument concerned.

Article 46

It is important to make it clear that public safety and national security, and health, veterinary and psychopathological considerations are valid reasons for controls under national legislation.

Article 47

The Agreement does not provide for any form of immunity from jurisdiction and execution. Any person benefiting from any kind of immunity, and involved in transit and transport activities, would do so for other reasons, e.g. under normal diplomatic privileges. In the case of abuse, normal procedures for waiving such immunity would have to be engaged, as provided for in specific bilateral treaties on diplomatic privilege and immunity between the States concerned.

In consequence, there is no need for the Agreement to contain any provision on this particular subject. However, this provision makes it absolutely clear that under all normal circumstances national legislation will prevail in the case of offences committed in connection with transit operations.

In this context, it may be relevant to consider the immunity status that some state owned enterprises may enjoy. In this respect, a distinction has to be made between different types of state owned companies. The average state owned company is managed with public funds under the authority of the state concerned, and its aims are considered of public interest. It does not benefit from any immunity from jurisdiction and execution for its actions abroad and is therefore considered as an average private company in any activities out of its national territory.

The second type of State owned enterprise is not only considered by the State as a company of public interest for the nation, but as an emanation of the State. In such a case, the company is not legally distinct from the State and should benefit from the same advantages and privileges as the State it belongs to in its activities abroad.

Article 48 and 49

“Greater facility” and information clauses are common in international agreements; they are on an empirical basis, a valuable means of improving the practices among the Contracting Parties.

SECTION 15

Article 51

This article based on the provisions of the Vienna Convention on the Law of the Treaties, 1969, explains in details how the depositary should administer the Agreement. Such duties concerning the administration of the Agreement are not directly related with its practical operation.

Article 53

The accession clause, which is based on the provisions of the Vienna Convention on the Law of the Treaties, 1969, allows any State using the Northern Corridor and wishing to benefit from the provisions of the Northern Corridor Transit Agreement, to become party to the Agreement and to join the initiating States.

Article 55 and 56

An amendment procedure is required in order to allow the possibility of modifying the Agreement and its Protocol, in the light of experience of its application and in order to reflect legal, administrative and technological developments, etc. As the provisions of the Agreement are intended to be of a certain permanence, and to reflect principles rather than technical details, an amendment procedure is provided in Article 55 which allows a relatively long time for reflection and which obliges the Contracting Parties to formally notify their acceptance of the proposed amendments.

Article 56 provides a somewhat simpler and faster procedure for the amendment of the Annex and the Protocols, allowing amendments of their provisions under a procedure of tacit agreement.

Article 61

Registration of the Agreement with the Secretary-General of the United Nations leads to publication in the series of Treaties of the United Nations. Besides indirectly committing the Contracting parties to apply the Agreement according to the Charter of the United Nations, publication may be useful as a means of making the Agreement known to other States which may be potential parties to similar instruments elsewhere.

EXPLANATORY NOTES TO THE ANNEX

TRANSIT TRANSPORT CO-ORDINATION AUTHORITY

Article 1

A "Permanent Steering Committee" was created by the Northern Corridor States in August 1981, with the objective to "follow the implementation of the measures that have been discussed at the Mombasa meeting" (minutes of the Mombasa meeting, conclusion).

The function of the Permanent Steering Committee, as established at Mombasa, has been carried out through a number of meetings, held in Nairobi in 1982, and at Ministerial level in Kigali in 1983, in Bujumbura and Kampala in 1984 and in Nairobi 1985.

However, for the daily execution of the transit transport policy in the Northern Corridor, according to the spirit and the letter of the Northern Corridor Transit Agreement, a body is needed at a more operational level. For this reason Article 37 of the Northern Corridor Transit Agreement provides for a Transit Transport Co-ordination Authority (TTCA). TTCA is intended to ensure that each Contracting Party applies the provisions of the Agreement and guarantees a uniform interpretation of the Agreement by all of them.

Article 2

The TTCA is composed of three organs, acting at different levels:

- (a) The Ministers responsible for transit transport matters in each Contracting Party together constitute the **Authority** in its function as the main policy organs of the NCTA.
- (b) The Permanent Secretaries of the Ministries responsible for transit transport matters in each Contracting Party are members of the **Executive Board**. The Executive Board acts as the administrative and executive organ of the NCTA.
- (c) The TTCA and the Executive Board are assisted by the Permanent Secretariat which provides support to meetings and ensures the day-to-day functions between the meetings of the TTCA and the Executive Board in the function as the operational organ of the NCTA.

Article 3

This article aims at specifying the respective areas of responsibility of the Authority and the Executive Board.

The TTCA is in charge of the implementation of the Agreement and of its management and this is the reason why matters related to intra-transit policy in the Northern Corridor fall within its competence.

Article 4

It was decided at the Mombasa meeting (minutes of the Mombasa meeting, conclusion) that the Permanent Steering Committee would meet twice a year, a rhythm that ensures sufficient opportunity for exchange of views between the Northern Corridor States on matters related to the management of the transit system.

This principle is retained for the meeting of the Executive Board of the TTCA, on the understanding that, if an urgent question arises, a Contracting Party may request the Secretariat to convoke the Authority for a meeting to discuss the problem and decide upon measures to be taken.

At the first Nairobi meeting, the Northern Corridor States expressed the wish that the meetings of the Permanent Steering Committee would be held on the territory of each Contracting Party. That principle also applies to the TTCA and it is suggested that each Contracting Party hosts sessions alternately in the alphabetical order of the names of the member States, preferably on the basis of the official language of each Contracting Party (to avoid the effect of the French spelling of Uganda).

Article 5

Although the TTCA in principle decides by consensus, a decision taken by the majority of the Contracting Parties is binding on all the Contracting Parties provided that it does not prejudice the national interests of the Party in minority. If it is not possible to reach agreement within the Authority, the arbitration procedure may be applied in accordance with Section 13, Settlement of disputes, of the Agreement.

Article 6

The Secretariat is provided in order to ensure the continuous function of the TTCA; it is directed by the Transit Transport Co-ordinator.

The Secretariat is in charge of informing the interested parties of the general transit transport policy decided by the TTCA, and to see to its implementation.

As the Secretariat is the exclusive organ in charge of day-to-day operation and management of the Northern Corridor transit system, it is important that it should be permanently located at a place suitable for the execution of its functions.

The liaison between the Secretariat and the Authority is effected through the Transit Transport Co-ordinator, who shall report to the Chairman of the Executive Board. For this purpose Article 4, para. 6 provides that the successive Chairmen of the Executive Board do not relinquish their office until the next Chairman assumes his functions.

Article 7

The Transit Transport Co-ordinator is responsible for the execution of all the tasks entrusted to the Secretariat. He will organize the practical day-to-day management of the provisions of the Agreement and its Protocol and he will ensure the application of decisions taken by the Authority.

The Transit Transport Co-ordinator shall be a senior specialist of outstanding competence and experience in the field of transit transport.

Article 8

As the services of the Secretariat only benefit the users of the Northern Corridor transit transport system, it is appropriate that it is financially supported by way of a transit co-ordination surcharge levied on the transit traffic. The alternative would be annual contributions over the budgets of the Contracting Parties, which would involve administrative and legislative procedures in each country and which might not assure an unimpeded flow of funds to the Secretariat. The practical modalities and arrangements for the collection of such a surcharge and for regular payment to the Secretariat should be established by the Authority with a minimum of procedures and preferably by inclusion as an element in other charges levied on transit transport.

EXPLANATORY NOTES TO PROTOCOL NO.1

MARITIME PORT FACILITIES

Article 1

For land-locked countries, maritime port facilities, giving access to the sea, constitute an essential element in any transit agreement. Bilateral agreements generally identify specific areas and related facilities intended for transit traffic to and from land-locked countries.

The Protocol on transport and communications of the PTA treaty gives the basic principles on which the provisions of this Protocol are based.

Article 3

Article 6, Maritime transport and ports, (d) of Protocol on transport and communications of the PTA treaty states that the Member States shall “where they are coastal States, co-operate with land-locked Member States in maritime transport so as to facilitate the trade of such land-locked Member States”.

The use of Kenya’s maritime port facilities by the land-locked Northern Corridor countries is being understood within the limits of the means available in the port of Mombasa.

The experience of land-locked countries has evidenced that the carriage of their goods across one or several transit countries to their final destination requires the use of certain facilities in the maritime port of entry and exit. These include access to warehouses and handling equipment for loading and unloading the ships as well as to facilities for sorting the consignments before dispatch to their final destination.

Article 6, Maritime transport and ports, (g), of Protocol on transport and communications of the PTA treaty states that the Member States shall “agree to allocate space for storage of goods traded among themselves within their goods sheds”.

Article 4

Article 6, Maritime transport and ports, (e), of Protocol on transport and communications of the PTA treaty states that the Member States shall “... apply the same rules and regulations in respect of maritime transport among themselves without discrimination”.

This article also reflects the provisions on non-discrimination of Article 2 and 4 of the Convention and Statute on the Freedom of Transit (Barcelona, 1921).

Article 5

Port fees and charges paid by the land-locked Northern Corridor States should not discriminate against land-locked countries. These fees and charges should be negotiated at the request of the Port Authority, or of the user countries, taking into consideration the following elements:

- (a) the official tariffs applied to all port users, Kenyan as well as foreign
- (b) the amount of expenses actually incurred by the Port Authority for the benefit of transit traffic.

Article 6

Article 8 of the 1965 Convention on Transit Trade of Land-locked States codifies the States practice in this context. While specifying that land-locked States have a right of access to maritime port facilities in a transit State, it leaves to the Countries concerned to determine by agreement the modalities of the use of such facilities.

Article 7

The provisions of Section 13 of the Northern Corridor Transit Agreement on settlement or disputes apply to any dispute arising of this Protocol.

EXPLANATORY NOTES TO PROTOCOL NO.2

TRANSIT ROUTES AND FACILITIES

General Note

In order to make it easier to follow the itinerary of the transit routes, in this Protocol the countries have been listed in geographical order from the sea towards the inland.

SECTION 1

Although at the time of concluding the NCTA, only one itinerary can be used in the Northern Corridor for a specified mode of transport, the present Section has been included in order to permit the future addition of alternative routes when the transport infrastructure has developed in the sub-region.

Article 6

The facilities listed in this Article are not all available along the Northern Corridor. The list indicates the facilities which are desirable along any transit route.

Multilateral Conventions recognize the right for land-locked States to require storage facilities for their transit goods at the points of entry and exit as well as at all intermediary Stages in the territory of the transit State (Article 1 of Convention and Statute on the Freedom of Transit, Barcelona, 1921; Article 6 of the Convention on Transit Trade of Land-locked States, New York 1975). The modalities concerning the availability of such storage facilities should be established by agreement between the States concerned.

Article 11

International Law recognizes the right for a transit state to limit the right of transit for reasons of public order, or in case of emergency, or for the protection of public safety and in case of war.

For reasons of public order or to cope with a situation of emergency, the transit State may suspend the transit traffic or divert it through temporary alternative routes, or provide a police escort for the transport of certain goods.

International Conventions leave to each State the discretion to determine, in accordance with its own legal and political criteria, in which cases such decisions should apply (Article 7 of the Convention and Statute on the Freedom of Transit, Barcelona, 1921; Article 12 of the Convention on Transit Trade of Land-locked States, New York, 1965).

To protect its public safety and national security, the transit State may suspend, or limit, or divert the transit traffic (Article 7 of the Convention and Statute on the Freedom of Transit, Barcelona, 1921; Article 11 of the Convention on Transit Trade of Land-locked States, New York, 1965).

However, it should be underlined that such cases are exceptional and that the transit State cannot abuse its rights. If necessary, the States which would feel themselves suffering from such abuse could submit the case to the Transit Transport Co-ordination Authority.

EXPLANATORY NOTES TO PROTOCOL NO.3

CUSTOMS CONTROL

(Protocol No.3 and the comments to it have been drafted on the basis of a text prepared by the Customs Cooperation Council at the request of the UNCTAD Secretariat.)

General Note

It should be understood that all provisions of this Protocol are subject to Customs supervision in the sense that all measures are to be applied in compliance with the laws and regulations which Customs are responsible for enforcing, and in a form that is acceptable to Customs.

SECTION 1

Article 5

The Contracting Parties have the right to apply, to the transport of goods under this Protocol, all prohibitions and restrictions derived from their national legislations, e.g. those based on considerations of public morality or order, public security, public hygiene, or health, or veterinary or psychopathological considerations. However, countries should allow Customs transit through their territories in respect of goods which, under national legislation, are subject to import prohibitions or restrictions. In such cases the Customs may impose particular requirements.

Spare parts referred to in paragraph 3 and 4 of Article 5 should be of a durable nature and should be identifiable.

Article 9

Provisions regarding the Goods declaration for Customs transit are stated in Article 10 of Protocol No.4 on Documentation and procedures; the form is illustrated in Appendix 4 to that Protocol.

Article 10

A general guarantee covers operations carried out during a given period of time, for example, one year. The amount of a general guarantee may be determined on the basis of various factors such as the number of Customs transit operations likely to be carried out at any one time and the average amount of import duties and taxes chargeable per Customs transit operations.

The provision that a guarantee "shall be legally enforceable in the territories of all Contracting Parties" assumes that a guarantee system covering all the Contracting Parties has been introduced. Pending the establishment of such a system, the provision will apply to each Contracting Party individually.

Article 11

This article lays down the general conditions which transport-units intended to be sealed by the Customs for transport operations under the present Protocol must fulfil as regards their construction and equipment, and specifies that such transport-units must be approved for the transport of goods under Customs seal. In this connection "approved " means that the transport-units have been certified by competent authorities as meeting the conditions laid down with regard to technical requirements.

For the purposes of this Protocol, it has been left to the countries concerned to specify the technical conditions transport-units will have to comply with and the procedure for approving them. As an aid towards determining such conditions, Annex II to this Protocol contains a list of relevant international instruments. The Customs authorities should of course be informed of the technical requirements and for the approval procedure chosen.

Article 12

In order to avoid the need to re-seal transport-units at the frontier during the course of a Customs transit operation, this Article provides for acceptance by the countries of Customs seals and fastenings affixed by the Customs authorities of the other Northern Corridor States, or of a third country. Such seals and fastenings may, however, have to be replaced by national ones under certain conditions.

In order to place national and foreign Customs seals and fastenings on an equal footing, as provided for in this Article, the latter shall be afforded the same legal

protection as the former. This means, *inter alia*, that unauthorized breaking of foreign seals, and fastenings should entail the same legal consequences as the unauthorized breaking of national seals and fastenings.

SECTION 2

Office of departure

The Office of departure is defined as any Customs Office at which a Customs transit operation commences. It is at this Customs Office that the goods together with the relevant documents have to be presented to the Customs authorities. The latter, in turn, are required to carry out certain checks and to take certain measures, e.g. to seal the goods or the transport-units before authorising the goods to leave under Customs transit.

For the purpose of Customs transit operations carried out under this Protocol, the Office of departure may be situated in the territory of any of the Contracting Parties. In many instances it will be left to the declarant to decide where to commence the transit operation. In others, however, such as the case where the goods to be carried under Customs transit are entitled to drawback or other repayment when exported, the Customs authorities will normally require the Customs transit operation to commence in their own territory so that the necessary control measures can be taken. In other cases, the Customs authorities will require goods which are imported into their country en route to another Contracting Party to be placed under Customs transit at once.

Article 13

When verifying the facts referred to in paragraph 2 of this Article, the Customs authorities check the marks and numbers of packages and their number and kind against the details on the Goods declaration. Physical examination of the goods **for identification purposes** should be carried out on the basis of random checks only unless there is reason to suppose that all is not in order.

Article 14

Paragraph 4 of this Article applies, in particular, to the transport of heavy and bulky goods (such as motor cars and large machines) which cannot be carried in sealed transport-units. This constitutes an exception to the principle that each vehicle should be sealed. The heavy or bulky goods carried and any accessories carried with them can then be easily identified by reference to the description given, or can be provided with Customs seals and/or identifying marks so as to prevent any substitution.

SECTION 3

Article 16

In normal cases there is no need for the Customs Offices en route to examine the goods; it is usually sufficient for these Offices to carry out the control measures described in this Article.

The entrance Office en route will send back to the Office en route at the exit of the preceding country one copy of the goods declaration stamped. This Office sends them back to the entrance Office en route or Office of departure one copy of the goods declaration, which will certify the goods have left the country, the transit operation has been normally carried out and the security bond can now be cancelled.

Article 17

Depending upon the nature and direction of the traffic, the Office of destination may be situated in the territory of either Contracting Party.

The examination of the goods may take place, for example when they are placed under another Customs procedure, e.g. under the Customs warehousing procedure, or when they are transferred to another means of transport for exportation.

According to paragraph 2 of this Article, the Office of destination returns a copy of the Goods declaration, duly endorsed, to the appropriate Customs Office as an advice of the termination of the Customs transit operation.

On the receipt of a duly endorsed copy of the Goods declaration, the appropriate Customs Office can be satisfied that the goods have arrived at the Office of destination and that the Customs transit operation in question has been completed. This enables the obligations incurred by the declarant, for example, the guarantee, to be discharged.

For example, it is obviously in the interest of the transit countries to ensure that the goods do not enter into unauthorized home use. To this end, the carriage of goods under Customs transit in those countries is controlled and a copy of the Goods declaration, duly endorsed, is sent back from the Office of exit to the Office of entry en route at which a copy was lodged at importation. On the other hand, the Office of departure may also need to be informed of either the exportation of goods from its territory or, alternatively, of the arrival of the goods at the Office of destination. The Office of exit en route or the Office of destination, as the case may be, can send a copy of the endorsed Goods declaration to the Office of departure for control purposes.

SECTION 5

Article 20

For a variety of reasons it is sometimes not desirable or possible to forward goods to their final destination immediately after their arrival in the transit country. In such circumstances it is essential that the goods be allowed to be stored under Customs control in the transit country pending their further transportation. For such storage, goods may be placed in a specified area approved by Customs and reserved for imported goods awaiting clearance (temporary stores) or, particularly where they are likely to remain for a considerable period of time, they may be placed in a Customs warehouse.

Article 22

This Article provides for the acceptance of goods into temporary store under cover of the commercial or transport document accompanying them on their arrival in the country. No additional declaration or document should normally be required. Where, however, the goods are to be placed in a Customs warehouse, a separate Goods declaration for Customs warehousing is usually required.

The operator of a temporary store or a Customs warehouse is usually required to provide security to ensure that he will meet all his obligations to the Customs authorities and, in particular, to guarantee payment of any duties and taxes which may become chargeable in respect of goods which are not disposed of to the satisfaction of those authorities.

When goods are placed in a temporary store or a Customs warehouse in the course of a Customs transit operation, it may be administratively convenient for the security provided for the purposes of Customs transit to remain operative. This would lead, however, to the situation where there are, for a short period of time, two securities for the same goods. Consideration should be given to the question of what action the Customs authorities should normally take in such instances in the event of non-compliance with the conditions laid down and duty and taxes becoming chargeable. Normally the Customs authorities should require payment of any duties and taxes chargeable against the security provided by the person responsible for the failure to comply with Customs requirements.

EXPLANATORY NOTES TO PROTOCOL NO.4

DOCUMENTATION AND PROCEDURES

Article 2

This Protocol covers only those documents introduced in the framework of the Agreement which are aligned to the United Nations Layout Key. It includes also provisions concerning commercial and administrative procedures directly or indirectly related to the transit operation, but does not cover the procedures included in the Protocol on Customs Control.

Article 3

The definitions are those adopted by the Working Party on Facilitation of International Trade Procedures of the United Nations Economic Commission for Europe.

Article 4

The International Standards referred to have been agreed within the International Standardisation Organization (ISO) and are used worldwide.

Article 5

About one hundred different types of documents used in international trade are designed on the basis of the United Nations Layout Key adopted as international standard ISO 642201985. Examples include maritime Bills of Lading, International Rail and Road Consignment Notes, Air Waybills, documentary Credits, GSP and other Certificates of Origin; Customs entries in some forty countries any many other commercial documents follow the United Nations Layout Key. Aligned forms are so designed that items of information common to all forms appear in the same relative position on each form. Since the information is shown at the same place on all forms, it is possible i.e. to prepare a completed set of documents for one consignment using what is known as the "one-run" method of document preparation.

Article 6

The maritime transport documents mentioned in this article offer specific advantages to international trade operators. **Non-negotiable documents** (Sea Waybills) permit delivery of the goods to the consignee indicated on the document (as no transfer of ownership takes place during transport, contrary to what can happen with a traditional negotiable maritime Bill of Lading). Goods covered by a non-negotiable transport document can be forwarded to their final

destination without waiting for the owner's authorization (in the form of an endorsement of the original Bill of Lading sent back by the consignee in the land-locked country to the transit port and followed by the exchange of Bill of Lading against Delivery order).

With a ***Through Bill of Lading***, a single document covers the various stages of goods transport by several modes; even if negotiable, the Through Bill of Lading permits to forward the goods as soon as they arrive in the port without waiting for the document to be sent back after endorsement by the consignee in the land-locked country. The transport contract covers the continued transport of goods to their final destination in the inland country; the dispatch of goods from the port does not constitute a new transport operation.

The recommendation to use a ***Single original Bill of Lading*** aims at discontinuing the ancient commercial practice of issuing three or more "original" Bills of Lading. This practice developed when mail was an unreliable means of communication and consisted in sending several originals by separate mail, to make sure that the consignee would receive at least one of them. Although no longer justified, the practice remains. The existence of several "original" Bills of Lading complicates the task for users of the documents and could enable fraud.

Blank-back forms are maritime transport documents which do not carry the traditional clauses and conditions printed on the reverse; instead the applicable conditions are referred to in a "reference clause" on the front page. The advantage is that such forms can be easily photocopied or printed out on telex-type and computer printers, the conditions can be appended to the forms as separate papers, when required.

Article 7

The model Rail Consignment Note was prepared on the basis of work carried out by the secretariat of the Kenyan National Trade Facilitation Committee (KENPRO). It is aligned with the United Nations Layout Key and could be prepared, using the "one-run" method, at the same time as other documents required for the transport of goods, including the Customs entry and the Mombasa Port Release Order which are aligned to the same model. The Consignment Note is intended to replace the former model adopted at the time of the East African Community. The new model will in no way affect the functions of the document it replaces: it has the multi-purpose function of transport contract, arrival notice and invoice for the sender. It is issued at the time of acceptance of the goods and is accepted by the two railway corporations concerned.

Article 8

The proposed model is the one used within the framework of the CMR Convention. It is also aligned to the United Nations Layout Key and could be included in the set of aligned forms, prepared by one-run method, which accompany every transit shipment.

Article 9

The Multimodal Transport Document is essentially of commercial nature, evidencing the contract of carriage. Transit authorities are requested to recognize Multimodal Transport Documents, whenever used, and not to ask for any additional evidence of the transport contract.

Article 10

This article aims at standardisation of Customs documents through the introduction of a unique international form, designed to take into account national requirements for each Customs administration.

Control formalities at border stations and controls en route cause important delays and constitute bottlenecks for transit traffic. The model Customs Transit Declaration replaces 19 documents currently required for each transit consignment through the four Contracting States. It will enable a reduction of formalities through co-operation between Customs administrations in the countries concerned.

The number of copies required will depend on the needs of each country concerned. According to the procedure set out in the Protocol on Customs Control, **at least three copies** for each country concerned will be required: **one copy** when entering the Customs territory, **a second copy** when leaving it, the **third copy** being sent back by the office of entry in one transit country to the office of exit in the preceding country, as evidence that goods in transit have left one Customs territory and been taken in charge in the following country.

A fourth copy is destined to the clearing agent who may use it for speeding up the procedure for cancellation of bond. An **extra copy** may be required for filing purposes (Kenya).

Documents attached to the Customs declaration are intended to facilitate the task of transit control officers. In principle, such control can be carried out on documentary evidence, thus avoiding unloading of the goods.

Article 11

Documents covering the transport of dangerous goods are generally prepared in the country whence such goods are consigned. This Article stipulates that internationally agreed documents should be accepted, thus avoiding the need to prepare other similar documents for the transit operation. The same applies conversely for documents prepared in Contracting States which are sent abroad and accepted by the countries of destination. (Provisions regarding the handling of Dangerous Goods are set out in Protocol No.7 to the NCTA).

Article 12

The commercial invoice specifies the transaction value of the goods. It should be accepted for that purpose by Port and Customs authorities of the transit country which should refrain from requiring additional documents for the same function.

Commercial documents, including invoices, are more and more frequently prepared by automated means or by reproduction; the authorities concerned should accept documents prepared by any process, even if strictly speaking they are not "originals" and even if they are not authenticated through means of a handwritten signature.

The terms "plain paper" refers to documents which have been printed out on plain paper in a computer printer or similar device, or where documents are reproduced in a process whereby the normally pre-printed lines and headings of the form are copied together with the filled-in data entries onto plain paper, (duly authenticated, as required). The term does not imply that documents can be presented without appropriate headings identifying the data entries.

Article 14

When the transport is covered by a negotiable Bill of Lading, the shipping agent can only release the goods to the person evidencing ownership of the goods by producing an original Bill of Lading. When a non-negotiable Bill of Lading (Sea Waybill) is used, goods can be released to the person whose name is shown as consignee, whether or not holding a copy of the document.

In any case, the submission of a Bill of Lading or any other transport document is of concern only to the shipping agent; Customs authorities should base their procedure on the Cargo Declaration ("Ship's Manifest", "Ship's Report") which establishes liability between the shipping agent and the Customs. It is for the shipping agent to indicate who is entitled to take delivery of the goods, once cleared through Customs and released by the Port Authority; these authorities should refrain from requiring the submission of a transport document other than in cases of suspected fraud etc. An exception is the case when an agency such as a Port Authority assumes the responsibility for goods in its custody, as an intermediary between the carrier and the consignee.

Article 15

It is essential that Northern Corridor States join forces in order to agree on the structure for and organisation of a joint operational control of transit traffic.

This concerns all the links of the transport chain but, above all, the port of Mombasa. The Port link of the transit chain is more complex than others because it involves the transfer, including the handling of goods, from one mode of transport to another and the consequential transfer of responsibility from one operator to another. There are often conflicting interests involved in those operations and this is one of the reasons for introducing systems in various ports

for co-ordination and centralization of information relating to the movement of goods, enabling proper monitoring of transit operations without impeding them.

The basis for such systems is a joint “decision making process” by interested parties (Port Authority, shipping agents, road and rail carriers, freight forwarders and Customs). In a typical such system, they pool the data that each of them has collected for his own purpose and they co-ordinate, at daily meetings, the activities for the following day, taking into account the arrival of cargo, the degree of urgency, the availability of means of transport, etc.

Besides, through telecommunication networks such monitoring systems can be linked directly with the land-locked countries, making it possible at any time to follow the flow of goods to their final destination. This facility can be used for the allocation of rail wagons or road vehicles as well as for Customs control purposes, e.g. for committing or releasing the bond required for Customs transit.

Such systems operate with relatively simple data processing and data transmission equipment and the cost is rapidly repaid through the savings made by users: the Port Authority which immediately optimises the management of handling equipment and storage areas; carriers who obtain improved information on cargo available, enabling them to plan the utilization of their transport equipment in a more efficient way.

Article 16

The provisions of Article 16 have not been included in Protocol No.3 on Customs control as they refer to the general principles of examination rather than to any particular Customs aspects thereof. The provision aims at limiting examinations to a strict minimum, and to avoid exhaustive “routine” examinations which often cause unnecessary delays.

“Selective random controls” means that, for instance, one truck is selected out of every twenty or, examining one truck, one crate is selected out of ten, of that **all** vehicles passing one particular day are examined, etc. Under all circumstances, Customs are entitled to examine goods in the case of inconsistencies in or between documents, or on suspicion of fraud.

Article 17

This Article aims at speeding up the traffic in transit by avoiding delays in ports and at border posts for vehicles carrying transit goods under cover of a Customs transit document. Such delays could be caused if transit vehicles have to wait their turn for clearance after vehicles carrying goods to be cleared for home consumption in the country of entry.

Priority cannot be absolute; it should be granted taking into account the effect on the normal storage, handling and transport operations and the functioning of the

entire transport chain, as otherwise congestion of non-transit goods could affect transit traffic operators themselves.

The application of this provision may also be dependent upon physical conditions at the border points concerned, such as the availability of a lane allowing transit vehicles to pass other vehicles, etc.

Article 18

These controls, necessary for the protection of public health, have to be exhaustive to be efficient (one single individual, animal or plant, if contaminated, can cause an epidemic).

Controls carried out in one country are not always valid in another country since the goods might be contaminated during the course of transport. However, the time spent for these controls can be reduced if the services concerned co-ordinate their work so that inspection can be carried out at the same place and at a same time.

Article 19

Shipping marks differ widely between countries and between means of transport, they often contain information which is not required for the purpose of identifying the consignment. This creates problems at all places where the goods are to be identified against documents and results in delays in tallying and other control procedures. In order to improve this situation, to reduce cost and to permit automatic data processing, it is suggested to introduce simple, standardized shipping marks to identify a consignment. According to Recommendation No.15 of the ECE Working Party on Facilitation of International Trade Procedures the four information elements specified in Article 19 would satisfy the essential needs of the operators.

The effects of the standardization can be illustrated by the following example:

Complicated Shipping Mark

ASSOCIATED BUYING CORPORATION LIMITED
BOMBAY INDIA
CONTRACT NO.1234
IMPORT LICENCE NO.SA-100-77-35790
PACKAGE NO. 1 OF 25
DESTINATION: BOMBAY INDIA
NET WEIGHT: 462 KGS
DIMENSIONS: 105CMLx90CMWx62CMH
CONTRACTOR: STANDARD TRADING CO LTD
TOKYO JAPAN
MADE IN THE UNITED KINGDOM

Simple Shipping Mark

ABC
1234
BOMBAY
1/25

The simple shipping mark can be supplemented by additional information required in certain cases, e.g. such information marks which do not form part of the shipping mark and are not reproduced in documents (gross weight, net weight, country of origin, import licence No., linear dimension, etc.).

Article 20

This Article if formulated in general terms and aims at providing for the setting up of appropriate structures for the follow-up on facilitation measures in an orderly manner, it is particularly important that not only the Public Sector but also private enterprises concerned with international trade transport and transit should be associated in that effort. National facilitation bodies exist in many countries, also among the Contracting Parties. Preferably, such bodies should be set up by all the Contracting Parties, thus making it possible to arrange for co-operation between them as is the case in other parts of the world (e.g. NORDIPRO, joint body for DANPRO, FINPRO, NORPRO and SWEPRO; COMPRO, joint body for DEU PRO, DANPRO, EIRPRO, ITALPRO, SIMPROFRANCE, SIPROCOM, SITPRO and SITPRONETH).

Article 21

National facilitation bodies exist in Kenya (KENPRO) and in Uganda (UGAPRO). The other Contracting Parties should either create such facilitation bodies, or designate their national body competent to handle such matters.

EXPLANATORY NOTES TO PROTOCOL NO.5
TRANSPORT BY RAIL OF GOODS IN TRANSIT

Article 2

This Protocol applies to all the States of the Northern Corridor so that all Contracting Parties may benefit from improvements in railway transport. The fact that Burundi and Rwanda do not have any railway must not preclude them from taking economic advantage, whenever possible, of railway transport.

A Working Agreement ruling the matters related to the administration and functioning of the railway traffic was signed on 15 June 1983 between the Kenya Railways Corporation and the Uganda Railways Corporation.

Article 5

The connecting and transit services defined in Article 3 and covered by Article 4 are carried out at an interchange station conveniently located on a railway link between both countries concerned.

SECTION 2

The provisions appearing in this Section conform with the principles expressed in the International Convention on Transport of Goods by Rail (1965) and with the bilateral railway agreements included in the United Nations series of treaties.

They deal with the relations of the two rail carriers in performing the tasks related with the practical functioning of the transport of goods by rail.

SECTION 3

Recognition by railways of their responsibility towards their clients for damages to or losses of goods in transit is a particularly important aspect of the development of rail transport. For a potential client, to know that he will be reimbursed in case of an accident may determine this choice of mode of transport.

In the Northern Corridor, railway capacity is not fully used due to weak demand from the potential clients. To increase demand and attract customers, confidence must be restored in this mode of transport which remains the most economical transport alternative for long distance transit of goods. To attain this the liability of rail carriers must be clearly defined, both during the transport and when handling goods at the stations.

EXPLANATORY NOTES TO PROTOCOL NO.6
TRANSPORT BY ROAD OF GOODS IN TRANSIT

General Note

The major part of goods in transit in the Northern Corridor actually is carried by road and the volume of road traffic by far exceeds the limited capacity of the road infrastructure of the transit countries. The provisions of this Protocol aims at providing harmonized rules for road transport, thereby contributing to the most efficient, utilization of existing road transport capacity in all the countries concerned.

The provisions of this Protocol do not apply to transport of goods entirely within the territory of one Contracting Party. This means that internal sabotage is not admitted; in other words, the Contracting Parties do not authorize other than their own national road carriers to undertake transport of goods within their respective territories.

This restriction common for most agreements related to international road transport, aims at protecting the national companies of road transport against foreign competition.

PART 1

Article 2

Road Transport Permits provide a means to record the volume of road traffic.

Article 3

Each Contracting Party issues Road Transport Permits for the transport of goods in transit.

These permits are granted by the Contracting Party on whose territory the journey commences but are valid and recognized in the territories of all the Contracting Parties. It is a simpler system than the present practice where the competent authorities in all the countries of the Northern Corridor issue the necessary permits to circulate in their respective territories.

The authorities in charge of issuing permits must respect any limits of quotas that may have been agreed with the Contracting Party in which the transport is operated.

When issuing the permits, the competent authorities of each Contracting Party must be sure that the vehicle(s) satisfy the technical requirements on the evidence of a conformity certificate. This measure guarantees the reliability of the vehicles.

Article 5

A Road Transport Permit granted for a single journey and valid for a round trip through the territory of a Contracting Party does not prescribe any time limit. This provides flexibility in cases when the carrier has to wait for a convoy to be assembled, when the transport is delayed for any unexpected reason at the loading or unloading stage, or in case of breakdown. This is a simplification compared to the provision system where, in case of such delays, the carrier has to obtain an extension of his Permit.

The Periodic Permits, valid for an unlimited number of journeys, may be of interest for the planning of road transit transport, Contracting Parties may use them as a basis for their road transport policy.

Although permits may be valid for several vehicles, only one should be used at a time. Contracting Parties must ensure correct implementation of this provision by checking the presence of the permit of the vehicles.

Article 7

The nature of the goods should be taken into consideration. Delays in transport may cause partial or total loss of some goods (e.g. live animals, perishable goods) or cause irreparable damage to the consignee (e.g. medical supplies).

Article 9

When a lorry driver is in transit on the territory of a Contracting Party, he has to conform to the laws and regulations in force in that country. If he commits an infringement, the competent authorities of the Contracting Party on whose territory the infringement has been committed take action in accordance with national legislation.

As Permits are issued by the competent authorities of the Contracting Party where the journey commences, it is appropriate to inform them of any infringements committed, so as to enable them to sanction those carriers whose drivers committed many infringements, by issuing warnings or by suspending or revoking their Permits.

In order to create and maintain an atmosphere of mutual confidence between Contracting Parties, competent authorities of one Contracting Party which sanction a carrier for an infringement committed on the territory of another Contracting Party should inform the latter thereof.

Article 10

The provisions of this Article mean that the actual Part 1 of this Protocol should be considered only as a start in the effort of the Contracting Parties towards ensuring smooth and economical transport of their goods by road through the Northern Corridor.

Such provisions should be progressively amended as soon as the Contracting Parties are in the position to do so.

PART 2

Article 2

Vehicles used in transit transport should be subject to an annual technical inspection to reassure transit states that they are in good working condition. This inspection should be carried out by a competent body in the country of registration which issues a Certificate of Fitness for the vehicles concerned.

The Certificate of Fitness is required to obtain a Road Transport Permit.

Article 3

The provisions of this Article relate to Articles 11 and 14, para. 2 of the Protocol No.3, Customs control, to the Northern Corridor Transit Agreement specifying the technical qualifications of sealable transport-units for the purpose of international transport of goods under Customs seal.

Article 4 and Article 5

The total maximum laden weight and the dimensions of the vehicles used for the carriage of goods in transit authorized by the Contracting Parties reflect the capability of their road network.

PART 3: TRANSPORT CONTRACT AND LIABILITY OF ROAD CARRIER

Article 2

The Consignment Note is a document of evidence; the issuing of the Consignment Note is compulsory, and both parties, each within his own economic field, are obliged to take all necessary steps with a view to issuing it. In practice the Consignment Note will usually be issued by the carrier.

The provisions of paragraphs 4 and 5 are both obligatory for the parties – this is to say, the parties must include these particulars in the Consignment Note. The

fact that one party has not complied with this obligation does not affect either the existence or the validity of the contract of carriage.

In cases where a Consignment Note has been issued but the particulars it contains are inaccurate or inadequate, the sender is in principle liable to the carrier for all resulting expenses, loss or damage. The sender's liability is not limited in respect of the amount of compensation due.

Article 3

The liability regime established by this Article is a system of objective liability.

The taking over of the goods occurs at the moment when they pass from the control of the sender to that of the carrier, irrespective of when the carriage actually begins. Similarly, delivery takes place at the moment when the goods leave the carrier's control and pass under the control of the consignee. The determination of the exact moment is a question of fact. The taking over of the goods may occur before, during or after loading and stowing of the goods; similarly, delivery, whereby the physical capacity to dispose of the goods passes from the carrier to the consignee, may take place before, during or after unloading.

Where a receptacle or package arrives without its contents, this can be described as a partial loss only if the receptacle or packaging is of some value to the person entitled to dispose of the goods.

For the carrier to be relieved of his liability in accordance with paragraph 1, it is not sufficient that the loss, damage or delay should have been caused by the claimant; the claimant must also have committed some wrongful act or neglect. One exception to this principle is the case where the damage has been caused by some instruction from the claimant, in which case the act or neglect need not be wrongful.

By the terms "inherent vice of the goods" there must be some definite defect in the goods, as compared with other goods of the same nature as normally carried for paragraph 1 to apply. The concluding words of this paragraph constitute one of the many definitions of the concept of circumstances which cannot be avoided, which is very close to the concept of *force majeure*. The carrier may thus, in accordance with paragraph 1, be relieved of liability if he provides proof of circumstances which he could not avoid, and the consequences of which he was unable to prevent, even if the circumstances in question occurred within his enterprise. The carrier might also claim relief from liability on grounds of a traffic accident which was not caused by him or by any of his employees. He could not in general be relieved of liability for theft of the goods by a third party, unless the theft took place in circumstances so unusual that the carrier, even acting with the greatest possible diligence, could not have prevented it.

The words "defective condition of the vehicle" which appear in paragraph 2 should, in principle be interpreted broadly. However, they do not cover the case in which the functioning of a vehicle proved to be in perfect order has been interrupted by exceptional circumstances (for instance, a tyre burst caused by nails scattered along the road or by sharp stones which the driver of the vehicle was not able to see in time although he was proceeding at a speed in keeping with the other conditions of traffic, and which he was therefore unable to avoid, or rock-falls).

If the vehicle is merely unsuitable for the carriage of certain types of goods, this constitute a defective condition only in cases where the carrier is aware of the unsuitability (because, for instance, the sender has drawn his attention to some particular requirements arising from the nature of the goods to be carried), or where he should have been aware of it (for instance, where carriage of goods of that nature is so commonplace that the unsuitability should have been obvious to any carrier knowing his trade).

If the vehicle is over-loaded by the sender and a traffic accident results from the over-loading, the carrier is relieved of liability. He is also relieved of liability when such an accident results in damage to the vehicle which subsequently causes damage to the goods or delay in deliver. The carrier cannot, however, be relieved of liability if the vehicle is so loaded by the sender that it strikes a bridge under which it has to pass; the cause of this accident is not the loading, but the driver's failure to appreciate the dimension of his loaded vehicle.

With regard to paragraph 3 (d), the carrier can be relieved of liability only when the damage is not the result of a wrongful act or neglect on his part.

In order to claim relief from liability according to paragraph 3 (e) the carrier must first furnish proof that the marks and numbers on the packages do not correspond with the statements in the Consignment Note. Damage may result primarily from the fact that the carrier has made a mistake with inadequately marked packages and has delivered them to some person other than the consignee.

The wording of paragraph 4 shows that the carrier's liability for loss, damage or delay in delivery is regarded as an objective liability and not liability for a wrongful act or neglect.

There is no mention of a wrongful act or neglect attributable to one or other of the contracting parties; on the contrary, the liability of the carrier is presumed in the case of certain causes of damage. i.e. for all causes other than the grounds for relief from liability which are listed restrictively.

Article 4

The presumption referred to in paragraph 2 is to be taken as supplementing the list of ground for relief contained in Article 3, paragraph 3, and is intended to enable the carrier to avail himself more easily of these grounds for relief.

Paragraph 3 refers only to Article 3, paragraph 3 (a), since even the use of an open unsheeted vehicle would not justify a substantial shortage or the loss of a complete package. Experience shows that damage of this kind is more often the result of theft, a circumstance for which the carrier, even if an open unsheeted vehicle is used, cannot claim relief from liability except in very exceptional circumstances.

Article 5

The time-limit for delivery may be determined relatively – i.e. it may be expressed in terms of a number of days reckoned from the taking over of the goods by the carrier – or absolutely – i.e. by reference to a date.

The reasonable time allowed to the carrier in cases where no time-limit has been agreed upon is restricted by the effect of paragraph 1, to 60 days from the time when the carrier took over the goods. The sole purpose of the rule contained in paragraph 1 is to enable the claimant to seek compensation for loss of the goods. If he is dilatory and the goods arrive before he has instituted legal proceedings, he may claim compensation only for delay. If the goods are recovered while the legal proceedings are in progress, the claim for compensation for loss of goods should be rejected, but the court should admit a modified claim merely for compensation for delay. If the claimant does not demand restitution of the recovered goods, he thus expresses a wish to relinquish them to the carrier. The carrier becomes the owner of them.

Article 6

Paragraph 2 sets out criteria for determining the value of the goods at the place and time of acceptance for carriage by the carrier: officially established prices will have to be taken into account. It may, however, occur that these various criteria cannot be applied because goods of the particular type and quality concerned are the subject of a commercial transaction only very rarely or perhaps even only in the case of the carriage in question. In such a situation, it will be necessary to take into account the value of similar goods or the price obtained in other places for goods of the kind carried, preferably within one and the same economic system. It will also be possible to take into consideration the price asked by the vendor from the purchaser, less the carriage charges payable by the vendor and a sum corresponding to the amount which he could reasonably expect to obtain as profit.

The charges referred to in paragraph 4 are charges which are incurred in respect of the carriage of the goods and not outlays of the purposes of carriage. Thus,

packaging costs, although a total loss if the goods do not arrive at the place designated for delivery, are not recoverable.

In the event of partial damage, the portion of the charges to be refunded under paragraph 4 should be calculated in the light of the method initially adopted for calculating the charges concerned. With regard to carriage charges, the amount will generally have been calculated according to weight. If a valuable part of the load has been lost but a less valuable part has remained undamaged, the proportion of the carriage charges to be refunded will, in principle, still have to be based on the proportion between the weight of the full load and that of the part that is lost. On the other hand, the refunding of Customs duties or other charges may call for a different method of calculation. The charges incurred in respect of carriage also include the costs occasioned by an accident (reloading, valuation, etc.) provided that they have been incurred reasonably.

Just as loss and damage do not automatically create an entitlement to compensation up to the maximum, but merely up to the amount of the damage proved provided that it does not exceed maximum amount, so compensation for delay in delivery is not automatic either. In this case also, compensation will have to be paid for the damage sustained and proved, provided that the damage does not exceed the carriage charges. For this purpose, carriage charges should be taken as exclusive of Customs duties and other charges mentioned in paragraph 4.

Article 7

The words " against payment of a surcharge to be agreed upon" are intended only to indicate that the carrier is providing a service over and above his normal services and that he is therefore entitled to additional remuneration.

Article 8

The notion of diminished value has to be viewed objectively and not subjectively. When, for example, part of a machine is damaged but the part can be replaced, the person entitled to dispose of the goods cannot seek compensation for the fact that, for a certain time, the complete machine cannot be used and that, in obtaining the spare parts, he has suffered damage other than the cost of that part. He will be compensated only on the basis of the value of the expense incurred for repair of the damaged part; in each case, the criterion used will be the value at the place and time of acceptance of the goods by the carrier. The compensation may never exceed the limits specified in Article 6, paragraph 3, or in Article 7.

It may be that the parts of the consignment which are damaged on arrival include some parts with a higher, and some with a lower, value. In this case, the carrier cannot in the case of the cheaper parts, pay compensation in the amount of their actual value which will be below the limit and, in the case of the dearer parts whose value is far in excess of the limit, pay compensation only up to the limit.

The whole consignment must be regarded as a single unit. The total value of the damaged parts must be calculated by adding together the values of each of them; this total value will then serve as the basis for compensation, provided that the compensation does not exceed the limit calculated for all the damaged parts taken together.

Article 9

This is a stipulation that enables the parties to derogate from the rules concerning the limit of liability. Compensation must be paid for the total damages, including loss of earnings, up to the amount of the interest declared.

Article 10

Contracting Parties will have to agree on the per centum figure provided for in paragraph 1. This provision is derogation from any rule of national law which provides for a different rate.

If the compensation is the subject of a court decision or arbitral award, and if in this decision or award the defendant is ordered to pay a sum expressed in the national currency of the country in which the proceedings have taken place, certain changes in relationships between the currencies may still take place after the decision or award has been rendered and before the actual payment has been made. When the value of the currency used in the decision or award drops, the claimant may require an additional payment. If on the other hand, the value of the currency used in the decision or award increases before the actual payment, the defendant cannot be allowed to benefit by paying less, because he is precluded from taking advantage of his own delay in making payment. If the defendant pays compensation in a third State, the currency of that third State must also be converted into the currency in which the compensation specified in the decision or award has been expressed.

EXPLANATORY NOTES TO PROTOCOL NO. 7

HANDLING OF DANGEROUS GOODS

Article 2

This Protocol contains provisions concerning the particular way in which dangerous goods should be handled. "Handling" includes transport, manipulation and storage.

Article 3

The problems raised by the handling of dangerous goods are not specific to the Northern Corridor: the risks involved and the precautions to be taken for the various classes of such goods are of universal character. For these reasons, the Protocol refers to the provisions included in existing relevant international instruments.

Article 4

By adopting uniform solutions developed by specialized international institutions regarding classification, listing, packing, labeling and precautions to be taken for handling of dangerous goods, international trade of such goods will be facilitated and the risks incurred in their transport, handling and storage will be lessened. When the same system of classification, listing, packing and labeling of dangerous goods is in general use, carriers, consignors and inspecting authorities will benefit by the simplification of transport, handling and control and by reductions in formalities and loss of time; their task will be much simpler and obstacles to international transport of such goods will be reduced accordingly.

The classification of goods is based on the type of risk involved. The UNDG Code includes the following definitions and explanations:

CLASS 1 – Explosives

(An explosive substance is a solid or liquid substance, or a mixture of substance, which is in itself capable by chemical reaction of producing gas at such a temperature and pressure and at such a speed as to cause damage to the surroundings. Included are pyrotechnic substances even when they do not evolve gases.)

Division 1.1

Substances and articles which have a mass explosion hazard. (A mass explosion is one which affects virtually the entire load practically instantaneously.)

Division 1.2

Substances and articles which have a projection hazard but not a mass explosion hazard.

Division 1.3

Substances and articles which have a fire hazard and either a minor blast hazard or a minor projection hazard or both, but not a mass explosion hazard.

This division comprises substances and articles:

- (a) which give rise to considerable radiant heat, or
- (b) which burn one after another, producing minor blast or projection effects or both.

Division 1.4

Substances and articles which present no significant hazard.

This division comprises substances and articles which present only a small hazard in the event of ignition or initiation during transport. The effects are largely confined to the package and no projection of fragments of appreciable size or range is to be expected. An external fire must not cause practically instantaneous explosion of virtually the entire contents of the package.

Division 1.5

Very insensitive substances which have a mass explosion hazard.

CLASS 2 - Gases: compressed, liquefied or dissolved under pressure

This class comprises:

- (a) Permanent gases: Gases which cannot be liquefied at ambient temperatures;
- (b) Liquefied gases: Gases which can become liquid under pressure at ambient temperature;
- (c) Dissolved gases: Gases dissolved under pressure in a solvent, which may be absorbed in a porous material;
- (d) Deeply refrigerated permanent gases – e.g. liquid air, oxygen, etc.

For stowage and segregation purposes Class 2 is subdivided further, namely:

- | | |
|-----------|------------------------|
| Class 2.1 | Inflammable gases; |
| Class 2.2 | Non-inflammable gases; |
| Class 2.3 | Poisonous gases. |

CLASS 3 – Inflammable liquids

These are liquids, or mixtures of liquids, or liquids containing solids in solution or suspension (e.g. paints, varnishes, lacquers, etc.).

Class 3 is subdivided further, namely:

Class 3.1	Low flashpoint group of liquids;
Class 3.2	Intermediate flashpoint group of liquids;
Class 3.3	High flashpoint group of liquids.

Class 4 – Inflammable solids or substances

Class 4 deals with substances other than those classed as explosives, which under conditions of transportation, are readily combustible, or may cause or contribute to fires.

Class 4 is subdivided further, namely:

Class 4.1 Inflammable solids.

The substances in this Class are solids possessing the properties of being easily ignited by external sources, such as sparks and flames, and of being readily combustible, or of being liable to cause or contribute to fire through friction.

Class 4.2 Substances liable to spontaneous combustion.

The substances in this Class are either solids or liquids possessing the common property of being liable spontaneously to heat and to ignite.

Class 4.3 Substances emitting inflammable gases when wet.

The substances in this Class are either solids or liquids possessing the common property, when in contact with water, of evolving inflammable gases. In some cases these gases are liable to spontaneous ignition.

CLASS 5 – Oxidizing substances (agents) and organic peroxides

Class 5 is subdivided further, namely:

Class 5.1 Oxidizing substances (agents).

These are substances which, although in themselves not necessarily combustible, may, either by yielding oxygen or by similar processes, increase the risk and intensity of fire in other materials with which they come into contact.

Class 5.2 Organic peroxides.

These are thermally instable substances which may undergo exothermic self-accelerating decomposition. In addition, they may have one or more of the

following properties: be liable to explosive decomposition, burn rapidly, be sensitive to impact or friction, react dangerously with other substances, cause damage to the eyes.

CLASS 6 – Poisonous (toxic) and infectious substances

Class 6.1 Poisonous (toxic) substances.

These are substances liable to either to cause death or serious injury or to harm human health if swallowed or inhaled or by skin contact.

Class 6.2 Infectious substances

These are substances containing disease-producing micro-organisms.

CLASS 7 - Radioactive substances

Class 7 Comprises substances which spontaneously emit a significant radiation of which the specific activity is greater than 0.002 microcurie per gramme.

CLASS 8 – Corrosives

Class 8 comprises substances which are solids or liquids possessing, in their original state, the common property of being able more or less severely to damage living tissue. The escape of such a substance from its package may also cause damage to other cargo or to the means of transport.

CLASS 9 - Miscellaneous dangerous substances

These are substances which present a danger not covered by other classes.

EXPLANATORY NOTES TO PROTOCOL NO.8
FACILITIES FOR TRANSIT AGENCIES AND EMPLOYEES

Article 3

The establishment of Transit Liaison Offices enables each Contracting Party to assign officials, the Liaison Officers, to represent their interests as regards transit transport matters. Liaison officers will be responsible for the forwarding of goods coming from or going to their respective countries. They will follow the different steps of the transit operation, will aid in solving any problems related to procedures and documentation and will keep the interested parties informed of difficulties and possible solutions to overcome them.

Article 4

In order to provide an efficient service, road and rail carriers need to be able to monitor transit operations step by step.

For this purpose they need to be informed of any problems arising, in order to solve them as soon as possible. It is therefore important for them to have agents placed along the transit routes and capable to take necessary measures as required.

Article 5

The tariffs for the provision of the services referred to in this Article and amenities should be applied respecting the principle of equality among users and considering that the tariffs must correspond to the extent possible with the expenses actually incurred.

Article 6

The provisions of this Article aim at ensuring the continuation of the work of the official representatives of each Contracting Party and of the road and rail carriers agents by guaranteeing them a period of at least one year to carry out their tasks. In case these officials need to enter and leave the country the Contracting Parties concerned should grant them multiple entry visas.

Article 8

These provisions are intended for the authorities in each Contracting Party to easily identify employees who are nationals of other Contracting Parties and thereby be able to control their activities. These provisions are aimed at creating an atmosphere of mutual trust among the Contracting Parties.

It should be noted that Transit Service Cards are not travel documents.

Article 9

The provisions of this Article allow each Contracting Party to control the activities of the Liaison Offices and transit agencies of other Contracting Parties located on its territory. They also aim at creating an atmosphere of mutual trust among the Contracting Parties.

EXPLANATORY NOTES TO PROTOCOL NO.9
THIRD PARTY MOTOR VEHICLE INSURANCE

General Note

This Protocol, signed on 8 November 1985 in Nairobi, provides that the Northern Corridor insurance companies agree on an Inter-Bureaux Agreement and establish a Council of Bureaux. In accordance with those provisions, the insurance companies of Burundi, Rwanda and Uganda met in Bujumbura to create the Council of Bureaux and sign the Inter-Bureaux Agreement on 18 April 1986.

The National insurance companies in Kenya and Zaire – having been designated national bureaux of their respective countries – acceded to the Inter-Bureaux Agreement on 5 May 1987.

Article 2

This Protocol applies to all motor vehicles of each of the Contracting Parties, used either for carrying goods in transit or for other purposes, passing through the territories of the other Contracting Parties. This extension to all vehicles proved to be indispensable to protect the highest number of road accident victims in a more efficient way in the States concerned, guaranteeing them a prompt compensation for the damage sustained, in accordance with the local laws and regulations.

ARTICLE 1

Article 4 (c)

Transfer of funds, needed to reimburse payments made by the National Bureaux to compensate the victims of road accidents caused on their territories by vehicles insured according to the provisions of this Protocol in the other Northern Corridor countries, is indispensable for applying the international system of insurance established through this Protocol. Such measures are supported by the PTA treaty, Protocol on Clearing and Payments Arrangements, Article 7, which states that "The Member States undertake not to impose any restrictions on the making of bona-fide payments and transfers relating to concluded eligible transactions among themselves".

Article 5

As the national laws on third party motor vehicle liability do not give the same financial coverage for accident risks in all the Northern Corridor States, it is

provided that the international insurances should always cover the guarantees that exist in the States where vehicles move which are insured in accordance with this Protocol.

SECTION 2

Article 6

The obligation to hold an International Insurance Card evidencing that a third party liability insurance policy has been arranged, in accordance with the provisions of this Protocol, assures transit countries compensation for damages caused in the case of accidents on their territories.

For this reason the authorities in charge of control of traffic have the right to demand the presentation of that Card at points of entry and exit to their national territories, as well as en route.

Article 8

Paragraph 3 states that the validity of the International Insurance Card is fixed at one year in order not to link the insurer and the policy holder for too long a period. Moreover, this allows annual adjustment of the insurance premium paid by the policy holder for his vehicle.

Article 9

The model of the International Insurance Card (or "Beige Card") was adopted during the first meeting of the Council of Bureaux in Bujumbura on 18 April 1986.

SECTION 3

Article 10

The International insurance system established through this Protocol is based on the possibility of subscribing to an insurance in one of the Northern Corridor countries to cover traffic accident risks in the other Northern Corridor countries through whose territories the insured vehicle will pass in transit. Consequently, each country should have an administrative infrastructure for the management of the system. The setting up of National Bureaux responds to this need.

Article 11

The National Bureaux bring together the insurers which, in each country, conduct business for coverage of motor vehicle third party liability and which are therefore able to furnish their clients with the guarantees and possess the experience required in the area of third party insurance.

The National Bureaux set up by the Northern Corridor country insurers are listed below:

For Burundi:

The Société d'Assurances du Burundi "SOCABU" ;

For Kenya :

The "Kenya National Assurances Company Ltd";

For Rwanda:

The Société Nationale d'Assurances du Rwanda, "SONARWA" ;

For Zaire :

The Société Nationale d'Assurances du Zaire "SONAS".

Article 12

The provisions of this Article cover all the activities undertaken by the National Bureaux acting as issuing Bureaux.

Each National Bureau gives to the other Northern Corridor National Bureaux a mandate to settle the claims for road accidents on its behalf. Above a certain amount, the mandated Bureau has to obtain the authorization of the issuing Bureau concerned to settle the claim. The Council of Bureaux fixed this amount at USD 2000 (inter-Bureaux Agreement, Bujumbura, 18 April 1986). This amount may be modified by the Council of Bureaux, after one year's experience of the system.

Paragraph c (i) indicates the types of amounts which will be reimbursed and specifies that the reimbursement made by the issuing Bureau to the benefit of the handling Bureau cannot cover fines under penal law. This would eliminate the deterrent effect of the penal law.

The handling fee referred to in paragraph c (iii) was fixed at 10 per cent of the amount paid under paragraph c (i) of this Article in the Inter-Bureaux Agreement of 18 April 1986. It cannot be below USD 1000. The exchange rate applicable is the one on the day of the first reimbursement request.

Article 13

The provisions of this Article cover all the activities undertaken by the National Bureaux acting as handling Bureaux.

Paragraph a) of this Article stipulates the times at which information should be provided by the handling Bureau settling the claim to the issuing Bureau concerned. Such a measure is necessary to maintain, among National Bureaux, the confidence indispensable for the good functioning of the international insurance system established through this Protocol. According to paragraph b) of this Article, when the indemnity is equal or greater than a certain amount, the handling Bureau may ask for the immediate payment of the indemnity from the issuing Bureau.

The amount provided in paragraph b) was fixed at USD 25000 by the Inter-Bureaux Agreement signed on 18 April 1986 in Bujumbura.

Article 15

To handle the international insurance system established through this Protocol, it proved indispensable to create a co-operative body among the National Bureaux of each member country. The Council of Bureaux responds to this need.

Article 16

Paragraph 1 of this Article states that in addition to the representatives of the National Bureaux, two representatives of the Transit Transport Co-ordination Authority shall participate in the meetings of the Council of Bureaux. This provision permits TTCA to follow the development of the international insurance system, and if need be to amend this Protocol according to the procedure provided in Article 56 of the Northern Corridor Transit Agreement.

Article 17

In conformity with Article 16, paragraph 4 which states that the Council of Bureaux shall only sit validly when three quarters of the Bureaux are present or represented, the Inter-Bureaux Agreement foreseen in paragraph (a) of Article 17 has therefore been signed in Bujumbura on 18 April 1986 despite the absence of the representatives of the Kenya National Bureau.