

**No. 31258**

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**SWEDEN  
and  
RUSSIAN FEDERATION**

**Agreement regarding mutual assistance in customs matters.  
Signed at Stockholm on 29 September 1993**

*Authentic texts: English, Swedish and Russian.*

*Registered by Sweden on 3 October 1994.*

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**SUÈDE  
et  
FÉDÉRATION DE RUSSIE**

**Accord concernant l'assistance mutuelle en matière douanière. Signé à Stockholm le 29 septembre 1993**

*Textes authentiques : anglais, suédois et russe.*

*Enregistré par la Suède le 3 octobre 1994.*

## AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE KINGDOM OF SWEDEN AND THE GOVERNMENT OF THE RUSSIAN FEDERATION REGARDING MUTUAL ASSISTANCE IN CUSTOMS MATTERS

The Governments of the Kingdom of Sweden and the Russian Federation, hereinafter referred to as the Contracting Parties,

Considering that offences against customs legislation are prejudicial to the economic, fiscal, social and commercial interests of their respective countries as well as to the legitimate interests of trade;

Considering the importance of assuring the accurate assessment and collection of customs duties, other taxes, fees or charges on importation or exportation of goods, as well as the proper implementation of provisions of prohibition, restriction and control;

Convinced that efforts to prevent offences against customs legislation and efforts to ensure accurate collection of import and export duties and taxes can be rendered more effective through co-operation between their Customs Authorities;

Having regard to the Recommendation of the Customs Co-operation Council on mutual administrative assistance of December 5, 1953;

Have agreed as follows:

### DEFINITIONS

#### *Article 1*

For the purposes of the present Agreement,

1. “Customs legislation” shall mean provisions laid down by law or regulations concerning the importation, exportation, transit of goods or any other customs procedure, whether relating to customs duties, other taxes, fees or charges levied by Customs Authorities, or to measures of prohibition, restriction or control,

2. “Offence” shall mean any violation of customs legislation as well as any attempted violation of such legislation.

3. “Customs Authority” shall mean in the Kingdom of Sweden, the Board of Customs (*Generaltullstyrelsen*); and in the Russian Federation the State Customs Committee of the Russian Federation (*Gosudarstvenny Tamozhenny Komitet*).

4. “Applicant Customs Authority” shall mean the competent Customs Authority of a Contracting Party which makes a request for assistance in customs matters.

5. “Requested Customs Authority” shall mean the competent Customs Authority of a Contracting Party which receives a request for assistance in customs matters.

<sup>1</sup> Came into force on 13 February 1994, i.e., 60 days after the date of receipt of the last of the notifications (15 December 1993) by which the Parties had informed each other of the completion of the necessary national requirements, in accordance with article 19 (1).

6. “Controlled delivery” shall mean the technique of allowing illicit or suspect consignments of narcotic drugs, psychotropic substances or substances substituted for them, to pass out of, through or into the territories of the Contracting Parties, with the knowledge and under the supervision of their competent authorities, with a view to identifying persons involved in the illicit trafficking of narcotic drugs and psychotropic substances.

#### SCOPE OF AGREEMENT

##### *Article 2*

1. The Contracting Parties shall, through their Customs Authorities and in accordance with the provisions set out in this Agreement, afford each other mutual assistance:

- (a) In order to ensure that customs legislation is properly followed;
- (b) In order to prevent, investigate and combat offences against customs legislation;
- (c) In cases concerning delivery/notification of documents regarding application of customs legislation;

2. Assistance within the framework of this Agreement shall be rendered in accordance with the legislation in force in the territory of the requested Contracting Party and within the competence and resources of the requested Customs Authority. If necessary, a Customs Authority can arrange for assistance to be provided by another, competent authority, in accordance with the legislation in force in the territory of the requested Contracting Party. This Agreement shall not prejudice the rules governing mutual assistance in criminal matters.

#### COMMUNICATION OF INFORMATION

##### *Article 3*

1. The Customs Authorities shall, upon request, supply to each other all information which may help to ensure accuracy in:

- (a) The collection of customs duties, other taxes, fees and charges levied by customs authorities and, in particular, information which may help to assess the value of goods for customs purposes and to establish their tariff classification;
- (b) The implementation of import and export prohibitions and restrictions;
- (c) The application of national rules of origin not covered by other arrangements concluded by one of or both Contracting Parties.

2. If the requested Customs Authority does not have the information asked for, it shall seek that information in accordance with the legislation in force in the territory of the requested Contracting Party.

3. The requested Customs Authority shall seek the information as if it was acting on its own account.

##### *Article 4*

The Customs Authorities shall, upon request, supply to each other any information showing that;

(a) Goods imported into the territory of one Contracting Party have been lawfully exported from the territory of the other Contracting Party;

(b) Goods exported from the territory of one Contracting Party have been lawfully imported into the territory of the other Contracting Party;

(c) Goods which are granted favourable treatment upon exportation from the territory of one Contracting Party have been duly imported into the territory of the other Contracting Party, it being understood that information shall also be provided on any customs control measures to which the goods have been subjected.

#### *Article 5*

The Customs Authority of one Contracting Party shall, on its own initiative or upon request, supply to the Customs Authority of the other Contracting Party all information likely to be of use to it relating to offences against customs legislation and, in particular, regarding:

(a) Persons known or suspected of committing offences against the customs legislation in force in the territory of the other Contracting Party;

(b) Goods known to be subject of illicit traffic;

(c) Means of transport known or suspected of being used in committing offences against the customs legislation in force in the territory of the other Contracting Party;

(d) New ways and means employed in committing offences against customs legislation.

#### *Article 6*

The Customs Authority of one Contracting Party shall, on its own initiative or upon request, supply to the Customs Authority of the other Contracting Party reports, records of evidence or certified copies of documents giving all available information on activities, detected or planned, which constitute or appear to constitute an offence against the customs legislation in force in the territory of that Contracting Party.

Original files and documents shall be requested only in cases where certified copies would be insufficient. Files and documents which have been transmitted shall be returned at the earliest opportunity.

#### *Article 7*

The documents provided for in this Agreement may be replaced by computerised information produced in any form for the same purpose. All relevant information for the interpretation or utilization of the material should be supplied at the same time.

### SURVEILLANCE OF PERSONS, GOODS AND MEANS OF TRANSPORT

#### *Article 8*

The Customs Authority of one Contracting Party shall, within its competence and resources, on its own initiative or upon request of the Customs Authority of the other Contracting Party, maintain surveillance over:

(a) The movements, particularly entry into and exit from its territory, of persons known or suspected of committing offences against customs legislation in force in the territory of the other Contracting Party;

(b) Any means of transport known or suspected of being used for committing offences against the customs legislation in force in the territory of the other Contracting Party;

(c) Movements of goods which are reported by the customs authority of the other Contracting Party as giving rise to substantial illicit traffic to or from its territory or suspicions thereof.

#### CONTROLLED DELIVERY

##### *Article 9*

1. If permitted by the basic principles of their respective domestic legal systems, the Contracting Parties shall take the necessary measures, within their possibilities, to allow for the appropriate use of controlled delivery at the international level, on the basis of agreements or arrangements mutually consented to, with a view to identifying persons involved in the illicit trafficking of narcotic drugs and psychotropic substances and to taking legal action against them.

2. Decisions to use controlled delivery shall be made on a case-by-case basis. They may, if necessary, and provided it is in conformity with the national legislation of the Contracting Parties, take into account financial arrangements and understandings reached.

3. Illicit consignments whose controlled delivery is agreed to may, by mutual consent of the competent authorities, be intercepted and allowed to continue with the narcotic drugs or psychotropic substances intact or removed or replaced in whole or in part.

#### INVESTIGATIONS

##### *Article 10*

1. Upon application, the requested Customs Authority shall initiate official inquiries concerning operations which are or appear to be contrary to the customs legislation in force in the territory of the applicant Contracting Party. It shall communicate the results of such inquiries to the applicant Customs Authority.

2. These inquiries shall be conducted under the legislation in force in the territory of the requested Contracting Party. The requested Customs Authority shall proceed as though it was acting on its own account.

3. The requested Customs Authority may allow officials of the applicant Contracting Party to be present at such investigations.

#### EXPERTS AND WITNESSES

##### *Article 11*

If the courts or the authorities of one Contracting Party so request in connection with offences against customs legislation brought before them, the Customs

Authority of the other Contracting Party may authorize its officials to appear as experts or witnesses before those courts or authorities. Such officials shall give evidence regarding facts established by them in the course of their duties. The request for appearance must clearly indicate in what case and in what capacity the official is to appear.

#### USE OF INFORMATION AND DOCUMENTS

##### *Article 12*

1. Information, documents and other communications received under this Agreement shall not be used for purposes other than those specified in this Agreement, without the written consent of the Customs Authority which furnished them. These provisions are not applicable to information, documents and other communications concerning offences relevant to narcotic drugs and psychotropic substances.

2. Any information communicated in whatever form pursuant to this Agreement shall be of a confidential nature. It shall be covered by the obligation of official secrecy and shall enjoy the protection extended to the same kind of information and documents under the legislation in force in the territory of the Contracting Party which received it.

3. Paragraph 1 shall not impede the use of information in any judicial or administrative proceedings subsequently instituted for failure to comply with customs legislation.

4. The customs Authorities of the Contracting Parties may, however, in accordance with the purposes and within the scope of this Agreement, in their records of evidence, reports, and testimonies, and in proceedings and charges brought before courts, use as evidence information and documents obtained in accordance with this Agreement.

The use made of such information and documents as evidence in courts and the weight to be attached thereto shall be determined in accordance with national legislation.

#### DELIVERY/NOTIFICATION

##### *Article 13*

Upon application, the requested Customs Authority shall, in accordance with the legislation in force in the territory of the requested Contracting Party, deliver/notify to the natural or legal persons concerned, residing or established in its territory, all documents and decisions falling within the scope of this Agreement, which emanate from the applicant Customs Authority.

#### FORM AND SUBSTANCE OF REQUESTS FOR ASSISTANCE

##### *Article 14*

1. Requests pursuant to the present Agreement shall be made in writing. Documents necessary for the execution of such requests shall accompany the request. When required because of the urgency of the situation, oral requests may be accepted, but must be confirmed in writing immediately.

2. Requests pursuant to paragraph 1 of this Article shall include the following information:

- (a) The Customs Authority making the request;
- (b) The measure requested;
- (c) The object of and the reason for the request;
- (d) The laws, rules, regulations and other legal elements involved;
- (e) Indications as exact and comprehensive as possible on the natural or legal persons being the target of the investigations;
- (f) A summary of the relevant facts, except in cases provided for in Article 13.

3. Requests shall be submitted in an official language of the requested Contracting Party, in English or in another language acceptable to the requested Customs Authority.

4. If a request does not meet the formal requirements, its correction or completion may be demanded; the ordering of precautionary measures shall not be affected thereby.

#### EXCEPTIONS FROM THE LIABILITY TO RENDER ASSISTANCE

##### *Article 15*

1. If the requested Customs Authority considers that the assistance sought would infringe upon the sovereignty, public order, security or other essential interests of the requested Contracting Party or would involve violation of an industrial, commercial or professional secret in the territory of that Contracting Party, it may refuse to provide such assistance, provide it partly or provide it subject to certain conditions or requirements.

2. If a request for assistance cannot be complied with, the applicant Customs Authority shall be notified without delay and shall be informed of the reasons for the refusal to provide assistance.

3. If a Customs Authority asks for assistance which it would itself be unable to give if asked to do so by the Customs Authority of the other Contracting Party, it shall draw attention to that fact in its request. Compliance with such a request shall be within the discretion of the requested Customs Authority.

#### COSTS

##### *Article 16*

Each Customs Authority shall waive all claims for reimbursement of costs incurred in the execution of this Agreement, with the exception of expenses for experts, witnesses, interpreters and translators.

#### IMPLEMENTATION

##### *Article 17*

1. Implementation of this Agreement shall be entrusted to the Customs Authorities of the Contracting Parties. Those Authorities shall mutually agree on detailed arrangements for that purpose.

2. The Customs Authorities of the Contracting Parties may arrange for their investigation services to be in direct communication with each other.

#### TERRITORIAL APPLICABILITY

##### *Article 18*

This Agreement shall apply to the territories of both Contracting Parties.

#### ENTRY INTO FORCE AND TERMINATION

##### *Article 19*

1. Each Government shall notify one another through diplomatic channels when all necessary national legal requirements for entry into force have been fulfilled. The Agreement shall enter into force sixty days after the last notification has been received.

2. This Agreement may be terminated by written notice through diplomatic channels and shall cease to be in force six months after such notice has been received by the other Contracting Party.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed this Agreement.

DONE at Stockholm, on September 29, 1993, in duplicate, in the Swedish, Russian and English languages, all texts being equally authentic. In case of any divergence of interpretation of the provisions of this Agreement the English text shall prevail.

For the Government  
of the Kingdom of Sweden:

ULF DINKELSPIEL

For the Government  
of the Russian Federation:

ANATOLI TJUBAIS

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