

No. 50974*

**Turkey
and
Pakistan**

International Road Transport Agreement between the Government of the Republic of Turkey and the Government of the Islamic Republic of Pakistan. Islamabad, 15 June 2003

Entry into force: *4 March 2013 by notification, in accordance with article 26*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *Turkey, 7 June 2013*

**No UNTS volume number has yet been determined for this record. The Text(s) reproduced below, if attached, are the authentic texts of the agreement /action attachment as submitted for registration and publication to the Secretariat. For ease of reference they were sequentially paginated. Translations, if attached, are not final and are provided for information only.*

**Turquie
et
Pakistan**

Accord relatif au transport routier international entre le Gouvernement de la République turque et le Gouvernement de la République islamique de Pakistan. Islamabad, 15 juin 2003

Entrée en vigueur : *4 mars 2013 par notification, conformément à l'article 26*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *Turquie, 7 juin 2013*

** Numéro de volume RTNU n'a pas encore été établie pour ce dossier. Les textes reproduits ci-dessous, s'ils sont disponibles, sont les textes authentiques de l'accord/pièce jointe d'action tel que soumises pour l'enregistrement et publication au Secrétariat. Pour référence, ils ont été présentés sous forme de la pagination consécutive. Les traductions, s'ils sont inclus, ne sont pas en form finale et sont fournies uniquement à titre d'information.*

[ENGLISH TEXT – TEXTE ANGLAIS]

INTERNATIONAL ROAD TRANSPORT AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF TURKEY
AND
THE GOVERNMENT OF ISLAMIC REPUBLIC OF PAKISTAN

The Government of the Republic of Turkey
and
The Government of the Islamic Republic of Pakistan

being desirous to facilitate transportation of passengers and goods by road between the two countries, as well as in transit through their territories, have agreed as follows:

Article 1

The provisions of this Agreement shall apply to the international carriage of passengers and goods by road, to or from the territory of one Contracting Party, and in transit through the territory of the other Contracting Party by using vehicles registered in the territory of the former Contracting Party.

I. DEFINITIONS

Article 2

For the purpose of this Agreement :

The term "Carrier" means any physical or juridical person authorized to carry passengers and goods in conformity with the laws, regulations and rules of the Contracting Parties.

The term "Vehicle" means

i) Any power driven road vehicle built either for carriage of passengers or goods more than eight excluding the driver or towing such vehicles, or

- ii) A combination comprising a vehicle as defined above in paragraph (i) and a trailer or a semi-trailer, built for the carriage of passengers or goods connected to it

The term "Permit " means the permits issued for a road vehicle registered in one of the Contracting Parties by the other Contracting Party to permit the vehicle to enter and leave or travel through the territory of the latter as well as the other "permits" provided for by the present Agreement

The term " Quota" means the number of permits issued annually by the competent authorities of the each Contracting Party.

The term "Regular Bus Service" means the carriage of passengers between the territory of the two Contracting Parties on a prescribed route in accordance with national schedules and tariffs.

The term "Regular Transit Bus Service" means a regular bus service beginning in the territory of one Contracting Party, crossing the territory of the other Contracting Party without leaving or taking passengers and terminating in the territory of a third country.

The term "Shuttle Service" means an organized international transport of passengers previously grouped in accordance with their length of stay from one and the same point of departure to one and same point of destination and their return to the point of departure at the end of pre-scheduled period (passengers travelling in group are all required to return in the same group, the first return journey from and the last journey to the point of destination, ~~will~~ be without passengers).

The term "Closed-door Service (tourist transport)" means international carriage of one and the same group of passengers in one and the same vehicle in a tour, starting from a point in the territory of one of the Contracting Parties where the vehicle is registered and terminating in the same Contracting Party without taking or leaving passengers.

The term "Transit Transport" means carriage of passengers and goods through the territory of one Contracting Party, between points of departure and destination located outside the territory of that Contracting Party.

II. GENERAL PROVISIONS

Article 3

Each Contracting Party, in conformity with the provisions of this Agreement, shall recognize the right of transit in respect of passengers, their personal goods, commercial goods and vehicles of the other Contracting Party over the routes to be determined by the competent authorities of ~~each~~ Contracting Party

Article 4

Subject to its national legislation, each Contracting Party shall issue authorisation to the carriers of the other Contracting Party to establish offices and/or to appoint representatives and/or agencies in its own territory at places to be mutually agreed upon by the Contracting Parties.

A carrier shall not act as a travel agency in the territory of the other Contracting Party.

Article 5

Either Contracting Party shall not levy any import or export tax or charge (including customs tax) on vehicles of the other Contracting Party, which are in transit in its territory other than:

a) The charges for using road network infrastructure (road and bridge tolls);

b) The charges to meet the expenses relating to the maintenance, protection and administration of roads and transport,

c) Charges, if weight, dimensions or load of the vehicle exceed the prescribed limits in the national legislation of the Contracting Party.

The authorized carriage in transit through the territories of the Contracting Parties may be exempted on reciprocal basis from the charges stipulated in paragraph (b) above.

Transit transports are subject to national regulations of each countries.

Article 6

In case, carriers and drivers of one Contracting Party offend the regulations of traffic and transportation while on the territory of the other Contracting Party, the competent authorities of the latter shall inform the competent authorities of the other Party.

The competent authorities of the latter Contracting Party shall notify the competent authorities of the former Contracting Party of the measures taken regarding the offences indicated in the first paragraph of this Article.

Article 7

A Joint Commission consisting of representatives of the two Contracting Parties shall be formed. The terms of reference of the Joint Commission are:

a) to supervise the proper implementation of this Agreement,

b) to determine the time and the ways of exchange of permits.

c) to study and make proposals for the solution of possible problems not settled directly between the competent authorities referred to in Article 24 of this Agreement,

d) to review all other relevant issues that fall within the scope of this Agreement and make recommendations thereof for settlement,

e) to consider any other matters to be mutually agreed upon relating to transportation.

The Joint Commission shall meet when required at the request of one of the Contracting Parties alternately in Turkey and Pakistan.

The Joint Commission can recommend to amend any article of this Agreement and submit to the competent authorities for approval.

Article 8

The vehicles registered in the territory of one Contracting Party shall not carry passengers and goods between any two points within the territory of the other Contracting Party

Unless a special permit from the competent authority of the other Contracting Party is obtained, a carrier from one Contracting Party shall not carry passengers and goods from the territory of the other Contracting Party to third countries.

Article 9

An unloaded vehicle registered in one Contracting Party shall not enter the territory of the other Contracting Party to collect passengers and goods to its country or to a third country unless a special permit is issued for this purpose

III. CARRIAGE OF PASSENGERS

Article 10

A carrier of one Contracting Party shall operate a regular service to or a regular transit service through the territory of the other Contracting Party by obtaining a yearly permit in advance from the competent authority of the other Contracting Party.

Article 11

The closed-door (tourist transportation) service, full out going and empty returns and shuttle service to be performed by a vehicle registered in the territory of one Contracting Party to or from the territory of the other Contracting Party shall not be subject to obtaining permit.

IV. CARRIAGE OF GOODS

Article 12

The carriage of goods between and transit through the territories of the Contracting Parties shall be subject to prior permit based on quota except the cases defined below conforming to import of the contracting Parties

- a) Carriage of deceased (especially by vehicles designed for this purpose),
- b) Carriage of decorative articles for theatrical performances,
- c) Carriage of goods, equipments and animals needed for musical performances and cinema, circus and folkloric shows, sports activities and recording TV and radio programmes,
- d) Carriage of works of art,
- e) Carriage of animals other than those for slaughtering,
- f) Carriage of damaged vehicles or vehicles out of operation,
- g) Postal carriage,
- h) Occasional carriage of goods to or from airports as a result of change in flight itineraires,
- i) Carriage of aid material in case of natural disasters,
- j) Carriage of material for fairs and exhibitions,
- k) Other cases to be mutually agreed upon by the Joint Commission

Article 13

Permits shall be valid for a maximum period of one year. The permits for the next year will be exchanged in November of every year. Additional permits may also be exchanged with mutual agreement whenever needed to meet the requirements of the Contracting Parties.

A permit shall be valid for one vehicle for a single to/from journey between and/or the territories of the Contracting Parties and would be valid for the period for which it is issued. The permit shall not transferable.

Article 14

A vehicle registered in the territory of one Contracting Party can not collect return load to its territory after delivery of goods to the other Contracting Party, unless a special permit is issued for this purpose.

Article 15

The carriage of arms, ammunitions and military equipment and explosives between two Contracting Parties or transit through each Party's territory is subject to a special permit obtained for this purpose.

The passage of goods prohibited from the entry, for human, animal and plant sanitary purposes shall also be excluded from the right of transit.

V. MISCELLANEOUS PROVISIONS

Article 16

The Contracting Parties shall take all the measures which they deem necessary in order to facilitate, simplify and accelerate to the greatest extent possible the customs and other formalities relating to carriage of passengers and goods.

Article 17

The international transport of goods in accordance with this Agreement shall be subject to the requirements of the "Convention on the International Transport of Goods" under cover of TIR Carnets and/or national laws and regulations.

A vehicle performing international transport by road shall hold the necessary international documents ("tryptique" or "carnet de passage") and/or other documents required by national laws and regulations.

Article 18

Fuel in the standard fuel tanks of vehicles shall be exempt from customs duties and all other taxes and duties. The standard fuel tank is a tank provided by the manufacturers of vehicles.

Article 19

A spare part which has been replaced shall either be re-exported or destroyed under the supervision of the customs authorities or shall be delivered to these authorities.

Imports of spare parts shall be subject to the national laws and regulations.

Article 20

a) A third-party-liability insurance complying with the laws and regulations in force in each of the Contracting Parties shall be applied to a vehicle used in the international carriage of passengers, baggages and/or goods between and/or in transit through the territory of the Contracting Parties.

b) Any kind of insurance complying with the laws and regulations in force in the Contracting Party in which the vehicle is registered shall be applied to passengers, baggages and/or goods, against damages they will have during the carriage

Article 21

The payments between the Contracting Parties concerning transport and transit operations shall be made in convertible currency to be accepted by the authorized banks of the Contracting Parties in accordance with currency laws, regulations and rules in force in the Contracting Parties.

Article 22

In cases of accidents, breakdowns or breach of national laws of countries, the competent authorities of the Contracting Party in whose territory such an incident occurs, shall provide the other Contracting Party with reports and results of the inquiry and other necessary information.

Article 23

Carriers and crew of the vehicles registered in one Contracting Party shall comply with the laws and regulations governing the road traffic of the other Contracting Party.

Any other matters pertaining to transportation which are not covered by this Agreement shall be subject to the laws, regulations and rules of the Contracting Parties

Article 24

The competent authorities which are responsible for the implementation of this Agreement are

a) In Turkey

Ulaştırma Bakanlığı
Kara Ulaştırması Genel Müdürlüğü
EMEK/ANKARA

b) In Pakistan
Ministry of Communication of
the Government of Pakistan
Islamabad

Article 25

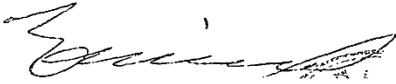
All disputes concerning the interpretation and application of this Agreement shall be settled through mutual negotiations between the parties

Article 26

This Agreement shall enter into force as from the date of exchange of notes attesting its ratification in accordance with the national legislation of the Contracting Parties and shall remain in force for a period of one year

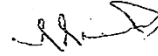
This Agreement shall be automatically renewed for periods of one year unless either Contracting Party expresses its wish in writing to the other Contracting Party to terminate it, at least three months prior to the date of expiry.

Done in Islamabad on 15 June 2003 in two original copies in English.



Binali Yıldırım
Minister of Transport

For the Government of
the Republic of Turkey



Ahmad Ali
Minister for Communications

For the Government of the
Islamic Republic of Pakistan