

INTERNATIONAL ROAD TRANSPORT AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF TAJIKISTAN
AND
THE GOVERNMENT OF THE REPUBLIC OF TURKEY

The Government of the Republic of Tajikistan
and
The Government of the Republic of Turkey
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.

Article 2

DEFINITIONS

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 "Vehicles" means

i) Any power driven road vehicle built either for carriage of passengers, more than eight, excluding the driver, or goods or drawing 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 State.

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 a 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.

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 grant authorization 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) Fees, on a non-discriminatory basis, to cover the difference between the national and the international price of fuel;
- d) Charges, if weight, dimensions or load of the vehicle exceed the prescribed limits in the national legislation of the Contracting Parties.

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.

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 take measures which they deem necessary.

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 Committee consisting of representatives of the two Contracting Party shall be formed. The terms of reference of the Joint Committee are:

- a) to supervise the proper implementation of this Agreement,
- b) to determine the form, 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 Committee shall meet when required at the request of one of the Contracting Parties alternately in Tajikistan and Turkey.

The agenda to be discussed at the Joint Committee meeting shall be prepared in advance in the light of the terms of reference mentioned above by the Contracting Parties through diplomatic channels.

The Joint Committee 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 permit is issued for this purpose.

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 close-door journey (tourist transport) service 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.

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 :

- 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 itineraries,
- 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 Committee.

Article 13

Permits shall be valid for one year and permits of the next year will be exchanged in November of every year. Some additional permits shall be exchanged whenever needed to meet the requirements of the Contracting Parties on the basis of mutual agreement.

A permit shall be valid for one round trip to and/or through the territory of the Contracting Parties.

It shall also be valid for one vehicle and only for the carrier to whom it is issued and shall not be transferrable.

Article 14

A vehicle registered in the territory of one Contracting Party can not collect return load to its territory or to third countries after delivery of goods to the other Contracting Party, unless a 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.

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 by road by road 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 other documents required by national laws and regulations.

Article 18

Fuel in the standart fuel tanks of vehicles shall be exempt from customs duties and all other taxes and duties. The standart 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 investigation and other necessary information.

Article 23

Carriers and crew of the vehicles registered in one Contracting Party shall comply 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 Contracting Parties.

Article 24

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

a) In Tajikistan :

Ministry Of Transport
DUSCHANBE

b) In Turkey :

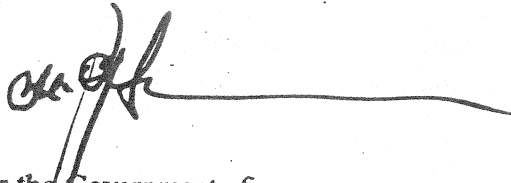
Ulaştırma Bakanlığı
Kara Ulaştırması Genel Müdürlüğü
ANKARA

Article 25

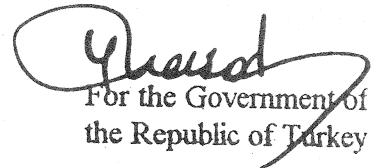
This Agreement shall into force as from the date of exchange of notes attesting its ratification in accordance with the national legislation of the Contracting Parties and shall remain in force for a period of one year.

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 Ankara on 6 May 1996 in two original copies in English.



For the Government of
the Republic of Tajikistan



For the Government of
the Republic of Turkey