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AGREEMENT
between the Transitional Islamic State of Afghanistan
and the Government of the Republic of Uzbekistan
on cooperation in railway transport

The Transitional Islamic State of Afghanistan and the Government of the Republic of Uzbekistan, hereinafter referred to as the Parties,

based on the principles of equality and mutual respect,
being conscious of the need to develop and strengthen economic relations and cooperation in the field of technical development,

relying on good neighborly relations between two states and their people,

have agreed on the following:

Article 1

The Parties shall sign the present Agreement to establish and develop direct freight railway communication for transportation of goods through the frontier railway bridge Termez-Galaba-Hairatan.

Article 2

Competent authorities of the Parties within the frame of the present Agreement shall be:

for the Afghan Party – "Department of International Transit of the Ministry of Commerce";

for the Uzbek Party - "Uzbekiston Temir Yullari", the State Joint Stock Railway Company.

Article 3

For implementation of the present Agreement, the competent authorities of the Parties within 30 days upon its signing shall:

define the list of stations to be opened on the territory of the country of each Party for carrying out of direct railway freight transportation;

design Regulations for freight transportation and procedure of settlements in direct Uzbek-Afghan railway communication;

design The Uzbek-Afghan Direct Frontier Freight Railway Agreement;

examine the issue concerning assistance in training and re-training of Afghan personnel in academic institutions of the Republic of Uzbekistan;

design Interdepartmental Agreement on cooperation.

Article 4

The Parties have expressed their readiness to develop cooperation within the scope of assets provided by international financial institutions for development of railway and communication infrastructure of Afghanistan, by means of signing direct contracts according to existing national laws and regulations of the states of the Parties by and between the business subjects of the Parties, including public/private sectors during the time of construction and reconstruction of railway on the territory of Afghanistan, as well as during the time of establishment of corresponding infrastructure.

Article 5

The terms for transportation of goods and procedure of settlements, order of operation of trains, repair and maintenance of rolling-stock, technology and track facilities, as well as delivery of goods and wagons should be set forth in Regulations for Transportation of Goods in the Uzbek-Afghan direct frontier Railway communication, and in The Uzbek-Afghan Direct Frontier Freight Railway Agreement adjusted with frontier and customs authorities of the Parties.

Article 6

On the territories of their respective countries, the Parties shall ensure safety measures for transportation of goods and works of maintenance staff and railways engineering facilities.

Article 7

The Parties shall render assistance to business subjects in implementation of their contract services and their potential ability according to their existing national laws and regulations.

Article 8

Transportation of hazardous and special goods on the territories of the states of the Parties shall be carried out in accordance with the existing national laws and regulations of the state of the respective Parties and International laws.

Article 9

Order of definition of responsibilities for damages caused as a result of faultiness of rolling-stock, technical facilities, tracks and railway structures at frontier stations and stages, will be set forth in the Rules of transportation of goods in the Uzbek-Afghan direct frontier railway communication.

Article 10

Frontier, customs, sanitary and other administrative regulations effective in accordance with the existing national laws and regulations of the each Party's country shall be applied to transportation of staff and goods, as well as to the rolling-stock.

Article 11

Afghan side shall cover all expenses of "Uzbekiston Temir Yullari", the State Joint Stock Railway Company, related to liquidation of emergency situations or threat of emergency situations as well as expenses related to current maintenance of relevant railway infrastructure, located on the territory of Afghanistan.

Article 12

Rolling-stock, equipment, office-inventory, materials and spare parts supplied by the Uzbek Party for repair of its rolling stock, technical facilities, as well as for repair of railway track on the national territory of Afghanistan, which later will be returned to the Republic of Uzbekistan, shall be imported and exported in accordance with the procedure of provisional import without levying of custom duties except for customs clearance dues.

Article 13

Railway staff of one of the Parties within the period of performance of their office duties on the territory of the other Party's country must observe the laws and rules of the host country.

Railway administration of each of the Parties shall be responsible for observation of laws and rules of the host country by its staff during performance of their office-duties on the territory of the respective country.

Each of the Parties shall be responsible for safety of the staff of the other Party's competent authorities during performance of their office-duties on the territory of their countries, except for cases when such safety is harmed as a result of force-majeur situations.

Should any threat of or emergency situation occur on the railway objects of Afghan Party, the experts and necessary equipments of "Uzbekiston Temir Yullari", - shall be used and if necessary, the experts and necessary equipments of the Ministry for Emergency and concerned authorities of the Republic of Uzbekistan shall be used as per request of the Afghan authority.

Article 14

Competent authorities of the Parties, in accordance with their existing national laws and regulations shall undertake to

inform each other on procedures of the frontier crossing, customs and other inspections.

Article 15

Correspondence between the competent authorities of the Parties shall be held in Uzbek and Dari languages along with mandatory attachment of translations in English language, and shall be delivered in an order as prescribed by the Interdepartmental Agreement on Cooperation.

Article 16

1. Disputes related to interpretation and application of this Agreement, as well as alterations of current and implementation of new norms and standards, regulating the operation of railway transport and affecting the Parties' interests shall be settled by means of negotiations and consultations.

2. Disputes of property nature, concerning the Parties' interests, shall be settled by means of negotiations, and if no agreement is reached, they shall be settled according to International laws.

Article 17

Amendments to this Agreement shall be made by mutual consent of the Parties, which shall be legalized in separate protocols constituting integral part of the present Agreement.

Article 18

The issues not covered by this Agreement, and those not provided by international agreements for which the Parties are the signatories, shall be settled by mutual negotiations.

Article 19

This Agreement does not affect the rights and obligations of the Parties proceeding from other international

agreements, for which the Parties are the signatories.

Article 20

1. This Agreement shall enter into force on the last day of exchange of written notifications of the Parties on execution of corresponding interstate procedures that are necessary for the present Agreement to come into force.

2. The present Agreement operates for 5 years from the moment of entry into force, with automatic extension for the next period of five years until one of the Parties notifies in written form the other Party not later than 6 months before the end of the corresponding five-year period about its intention to terminate the validity of this Agreement.

3. In case of termination of this Agreement, its provisions shall continue to apply to contracts between the physical and legal entities of the states of the Parties, concluded in the period of validity of this Agreement, up to one year after termination of the Agreement.

Done at Kabul this 8th day of December 2003, in two original copies, each in Dari, Uzbek and English languages, all texts being equally authentic.

In case of differences in interpretation of the separate provisions of the present Agreement, the English text shall prevail.

For the Transitional Islamic
State of Afghanistan

For the Government of the
Republic of Uzbekistan

