

24

Handwritten signature

INTERNATIONAL ROAD TRANSPORT AGREEMENT

BETWEEN

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF AFGHANISTAN

AND THE GOVERNMENT OF THE REPUBLIC OF TURKEY

The Government of the Islamic Republic of Afghanistan

and

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

I. DEFINITIONS

Article 1

For the purpose of this Agreement the following words and expressions shall have the meanings respectively, assigned against each unless the context otherwise requires.

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

"Vehicle" means

- i) Any power driven road vehicle built either for carriage of passengers more than eight excluding the driver or goods or towing such vehicles, or
- ii) A combination comprised of vehicles as defined above in paragraph (i) and a trailer or a semi-trailer, built for the carriage of passengers or goods connected to it.

"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.

"Quota" Means the number of permits issued annually by the competent authorities of the each Contracting Party.

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

"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.

"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 the one and same point of destination and their return to the point of departure at the end of pre-scheduled period (passengers traveling 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).

"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.

"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.

"Standard Fuel Tank" means a tank provided by the manufacturers of vehicles.

Article 2

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.

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 representative 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 taxes or charges (such as customs duties) 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 a reciprocal basis from the charges stipulated in paragraph (b) above.

Article 6

In case, carriers and drivers of one Contracting Party violate the regulations of traffic and transport while on the territory of the Contracting Party, the competent authorities of the territory of the Party where the offence is committed shall inform the competent authorities of the other contracting party of the measures taken regarding the offenses indicated in 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 to:

- a) supervise the proper implementation of this Agreement.
- b) determine the form, the time and the ways of exchanging of permits.
- c) 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) review all other relevant issues that fall within the scope of this Agreement and make recommendations thereof for settlement.
- e) consider any other matters to be mutually agreed upon relating to transport.

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

The Joint Commission can recommend to amend any article of this Agreement and submit the same 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 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 transport) 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 shall not be subject to prior permit based on quota excluding the following items:

- a) Carriage of deceased (especially by vehicles designed for this purpose).
- b) Carriage of decorative articles for theatrical performance.
- c) Carriage of goods, equipments and animals needed for musical performances and cinema, circus, folkloric shows, sports activities and TV/radio programmes.
- d) Carriage of works of art.
- e) Carriage of animals other than those for slaughtering.
- f) Carriage of damaged or inoperable vehicles.
- g) Mail 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 support materials for fairs and exhibitions.
- k) Other cases to be mutually agreed upon by the Joint Commission.
- l) Transports services carried out by commercial motor vehicles with a maximum total weight of 6 tons including trailer or a maximum payload of 3.5 tons, including trailer.

Article 13

Goods Transport between and transit through the Contracting Parties will not require permit.

Permits for goods transport except bilateral and transit shall be valid for one year and permits of the next year will be exchanged in November of every year. Some additional permits will 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 vehicle and carrier prepared on behalf of him/her and not be transferable.

Article 14

A vehicle registered in the territory of one Contracting Party shall be permitted to collect return load to its territory after delivery of goods to the other Contracting Party.

Article 15

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

The passage of goods prohibited from the entry, for human, animal and plant protection 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 passenger of 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.

The drivers of the vehicles involved in the international transport shall in accordance with the provisions of this agreement, be required to have in their possessions the following documents.

- a) Valid driver's license, according to the type of vehicle she/he is driving, should be in accordance with Laws and Regulations of the country where the means of transport is registered or it should be an international driver's license.
- b) Valid license for the means of transport.
- c) Valid passport having all necessary entry visas.

Article 18

Fuel in the standard fuel tanks of vehicles shall be exempt from customs duties and all other taxes and duties.

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 transport which are not covered by this Agreement shall be subject to the laws, regulations and rules of the Contracting Parties.

Article 24

The courts of each Contracting Party shall settle the disputes related to road transport which takes place within the territory borders of each Party.

Article 25

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

a) In Islamic Republic of Afghanistan:

Ministry of Commerce
KABUL

b) In Turkey:

Ulaştırma Bakanlığı
Kara Ulaştırması Genel Müdürlüğü
EMEK/ANKARA

Article 26

This Agreement shall enter in to 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 five years.

This Agreement shall be automatically renewed for a similar period/periods 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.

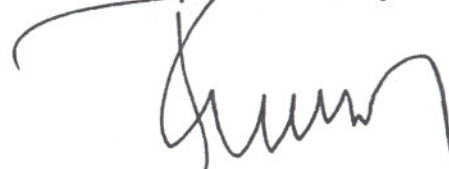
Done in Ankara ,on 27th April 2005 ,in two original copies in English Language.

For the Government of
the Islamic Republic of Afghanistan



Hedayat Amin ARSALA
Senior Advisor to the President
and Minister of Commerce

For the Government of
the Republic of Turkey



Zeki ERGEZEN
Minister of Public Works
and Settlement