

Convention the Regulation of Transit Transport among Arab Countries

Agreement on the Regulation of Transit Transport among Arab States

Governments of:

Hashemite Kingdom of Jordan

United Arab Emirates

Kingdom of Bahrain

Republic of Tunisia

People's Democratic Republic of Algeria

Kingdom of Saudi Arabia

Republic of the Sudan

Syrian Arab Republic

Somali Democratic Republic

Iraqi Republic

Sultanate of Oman

Palestine Liberation Organization

State of Qatar

State of Kuwait

Lebanese Republic

Great Socialist People's Libyan Arab Jamahiriya

Arab Republic of Egypt

Kingdom of Morocco

The Islamic Republic of Mauritania

Yemen Arab Republic

And Democratic Republic of Yemen

Desire to enhance and develop economic ties amongst Arab Leagues' members and comply with article (2) of Charter of Arab League which provides to the effect that a close cooperation between Arab Leagues' states shall be established with respect to economic and financial affairs.

Since these governments recognize the necessity of regulation and progress of goods transport through Arab territories, they hereby agreed to the following:

Chapter (1)

Definitions

Article (1)

For the purposes of this agreement, expressions mentioned below shall have the meaning ascribed to them:

1. Transport units

- a) Road vehicles, including trailers and semitrailers.
- b) Railway carriages
- c) Transportations used in internal waterways for goods transport, provided that such transport units shall satisfy terms and conditions stipulated in paragraph (a) of article (10) hereof.
- d) Containers of internal size of one or more meter square.

Even if such transport units are prepared to transport goods packaged in typical vessels (containers)

2. Exceptional cargo

Goods loaded in transport unit that cannot be usually packaged and sealed due to weight, size or nature, provided that such goods can be easily recognized.

3. Taxes and duties

All taxes, duties and charges applied to goods upon import, export, or transit excluding service charges determined hereunder.

4. Transit process

Goods transport from release office to destination office to according this agreement.

5. Load office

Station office located in territory of contracting party that has the authorities to place customs seals on the transport units for transit purposes.

6. Release office

A station office of a contracting party where transit process starts. Such office may be load office as well.

7. Transit office

A station office of a contracting party where a transport unit passes through during transit process.

8. Destination office

Station office of a contracting party where transit process ends.

9. Manifest

A document that involves description of goods shipped in transport units.
Such description includes the following:

- a) Marks, references, numbers and kinds of parcels or units.
- b) Goods description.
- c) Goods value.
- d) Good origin and exporter.
- e) Destination country.
- f) Goods' actual weight.
- g) Definition of transport unit.
- h) Name and address of person signing the manifest.
- i) Name of sender and recipient.
- j) Details of any documents attached to the manifest.
- k) Number and date of sequential statements.
- l) A field for remarks related to customs seals and the date they are set.
- m) A field for special remarks.

10. Transit statement "permit"

The full statement that shall be submitted upon every transit process in the country where the process starts per the annex No. (1) attached hereto.

11. Transit zone

Territories of the contracting parties to the agreement.

12. Carrier

Person that performs transport process of the transit upon authorization of the competent customs authorities.

13. Guarantor or surety

A person authorized by customs authorities in a contracting party to provide guarantees and sureties.

14. Bond card

A card issued by a guarantor or surety proving the carrier is covered by a bond hereunder.

15. Authorizer

A person that signs the manifest or its representative.

16. Person

Natural or legal person.

17. Certification

Certification, approval or acceptance.

18. Committee

The technical committee formed hereunder.

Article (2):

1. For the purpose of this agreement, transit transport is the transport of goods, personal properties and transport units of any origin (taking the boycott provisions into account) through territories of the contracting parties, whether transported from another transport unit, stored in warehouses and changed in terms of shipping or not. This represents a full transport starting and ending outside the country where the transport process goes through, provided that the destination is a contracting party's country.
2. Transit goods of contracting party origin shall be covered by this agreement even if the destination country is not a contracting party. Included in transit transport of goods are transport of road vehicles by way of driving and transport of livestock and alive animals by way of walking or loading through a contracting party country to the other party country per applicable customs regulations and rules.
3. Each contracting party to the agreement may use ports of the contracting parties for import and export processes and within the purposes hereof, whenever possible. The concerned country shall provide the optimal facilitations on this regard.

Chapter (2)

The scope of application

Article (3):

1. This agreement shall be applied to goods transport per the article (2) hereof.
2. A reference to goods transport via transport units shall include exceptional cargo transport, unless otherwise provided with regard to exceptional cargo.
3. Military weapons, equipment and stuff are excluded from this agreement.

Article (4):

A beneficiary of this agreement undertakes to comply with the following:

1. Regardless exceptional cargo cases, transport shall be carried out via transport units satisfying terms and conditions set out in article (11) hereof.
2. Transit statement (permit) shall accompany any transport unit and be submitted to customs authorities' release office, provided that such statement fulfils the required terms and conditions.
3. The authorizer shall hold a valid bond card and be covered by acceptable guarantee provided by a contracting party.

4. Prepared by the transport unit's owner or the authorized representative and approved by exporter country's competent customs authorities, Manifest shall be provided.

Article (5):

Pursuant to terms and conditions required by this agreement, goods and transport units:

1. Are not subject to taxes, duties or charges to be paid or deposited with the release or transit offices as usually applied upon import, export or transit processes, except for official service charges imposed such as transit duties, road maintenances and services provided by Arab League's public organizations. Such charges may not exceed as a whole 0.004 of the transit goods value.
(Arab Republic of Egypt had a reservation about applying this percentage to Suez Canal)
2. Generally are not subject to customs inspection in transit offices if seals are proper and there is no evidence for manipulation or violation. This provision does not apply to exceptional cargo.
3. Generally are not subject - during transit process- to any customs formalities that go beyond the limits prescribed in this agreement without prejudice to application of the provisions related to public morals, public security, public health and plant and animal wealth.

Chapter (3) Special provisions

Article (6):

1. Goods shall be allowed to be transported through any contracting party per this agreement in transport units without any obstruction, restriction or discrimination for the transport unit's kind, provided that they are registered with any contracting party and responsible to certified carrier.
2. Transport units getting back to a contracting party shall be given appropriate facilitations in any contracting party's territories. The respective driver shall be granted facilitations required to pass and reside pursuant to laws and regulations applicable by the contracting parties.
3. Contracting parties to the agreement shall be granted a priority to use their ports for the transit process purposes.
4. a) No contracting party may grant advantages or facilitations to nonparty to the agreement equivalent to or exceeding those granted hereunder.

However, member state may exceptionally enter into an agreement contrary to this paragraph provisions having submitted the respective justifying reasons.

b) Agreements made before this agreement comes into force are excluded from paragraph (a) of this article.

5. Political reasons do not obstruct application of this agreement.
6. Contracting parties seeks to improve and maintain transit roads so that they can be continuously used for transport.

Article (7):

1. Shipping cars registered with contracting parties for the purposes of the agreement may enter or pass, unloaded or loaded, from and to territories of any contracting party till they can load or unload, provided that such cars are not allowed locally to transport in this country. Paragraph (2) of this article shall be conformed to.
2. Goods are to be transported by cars of the contracting parties without determination of the ratios. Offices regulating turns shall be established for this purposes.
3. Cars shall be guaranteed per local laws and regulations applicable in the country entered or passed through by such cars.

Article (8):

Regulating transit countries in times transport units pass through a contracting country, Customs statements (permits) shall be replaced by the regulating manifest applicable in exporter's country; such manifest shall be approved for all transit process phases.

Article (9):

Contracting parties encourage rail transport of goods, whenever possible.

Article (10):

A common guarantee organization involving contracting parties shall be established for the purposes of guaranteeing amounts due as a result of transit process. For which purposes, such organization issues bond cards as accepted and agreed upon by all contracting parties.

Until the above organization is established, each contracting party shall determine terms and conditions applied to a person issuing guarantees and the type and value of such guarantee provided for the transit goods and transport equipment.

Chapter (4)

Technical requirements applied to transport units

Article (11):

1. Goods' transport units shall meet the following requirements:
 - a) They shall be approved per customs seal law.
 - b) Customs seals shall be simply and effectively placed on such units.
 - c) In case of taking out or getting in any goods through the sealed part, a clear abusing effects shall be left or the custom seal shall go broken then.
 - d) Transport units may not have any spaces where any other goods can be hidden.
 - e) All spaces housing the goods shall be made the way customs inspection can access to.
 - f) A barrier between driver and goods box shall be placed as far as packaging is fulfilled per paragraph (g) of this article.
 - g) Uncovered transport units shall be packaged by sealing covers tied by ropes and externally surrounded by a wire; then such units are to be sealed by customs seal, the matter that ensures goods are never abused.
2. Right after this agreement comes into force, contracting party develop through the committee common specifications for transport units and unify similar transported cargo in such specifications. Until this matter happens, the transport units are allowed to load, in all contracting party's territories, the cargo registered in the respective license.
3. In case the specifications of nonparties' transport units don not comply with paragraphs (1) and (2) of this article, the committee determines the accepted specifications thereof for transport through contracting party's territories.

Chapter (5)

Customs covers, ropes and seals

Article (12):

1. Customs covers, ropes and seals used for transit process shall meet the minimum terms and conditions stipulated in annex (2) hereto.
2. Contracting parties shall, where possible, accept covers, ropes and seals placed by contracting parties' customs authorities, provided that they meet the minimum terms and conditions stipulated in annex (2) hereto. Contracting parties may add other ropes and set their seals.
3. Upon acceptance by a contacting party of covers and seals placed by another contracting party, such covers and seals shall be granted the legal protection in the former's territories as if national covers and seals.

Article (13):

For the purposes of this agreement, Contracting parties exchange pictures for customs seal and authorized officials' signature forms.

Chapter (6) Violations

Article (14):

1. In case of violation hereto, customs authority or any other competent authority located in the contracting party's territory where the violation occurred is entitled to take the formalities required to fulfill taxes, duties and fines.
2. In case the territory where the violation occurred cannot be recognized, such violation, then, shall be deemed to occur in the territory where the violation is found out. The related contracting parties shall track the violation per the applicable laws if this violation is recognized, then, to occur in their territories.

Article (15):

In case a criminal act violating the law or a breach to this agreement is committed, the competent authority in the territory where such act occurs or is so considered according to article (14) hereof has the right to take the necessary formalities against the perpetrator, which formalities include penalties to be applied and taxes, duties and other charges returned pursuant to the applicable law.

Chapter (7) Formalities of load and release offices

Article (16):

1. Loaded transport units complying with article (11) hereof along with transit statement shall be submitted before the competent customs authority's load and release offices.
2. Transport units shall be sealed with customs seals by authorities mentioned and registered in the manifest. Seals shall involve the office's name, the respective details and the date they are set.
3. Customs authority takes any step as deemed appropriate within the scope of national legislation so that data accuracy and conformance to shipped goods can be verified.
4. The submitted guarantee shall be valid.

5. Transit statement shall be returned having completed customs formalities to the concerned person. Customs authority's release office keeps a copy of such transit statement.
6. Exceptional cargo is not subject to customs seals should such cargo and the related accessories can be easily recognized by the way of marks, plant numbers, descriptions, identification tags or customs seals that ensure if cargo and the related accessories are fully or partially disposed, a clear sign would be left within the transit process.
7. Customs authority may request lists (invoices), publications, catalogues or goods pictures, in which case such stuff shall be deemed official documents and attached to the transit statement.

Chapter (8)

Formalities of transit office

Article (17)

1. Loaded transport unit along with manifest and transit statement shall be submitted to customs authority's entry office in every transit country.
2. Customs authority shall ensure that requirements of the transit statement, transport unit and loaded goods are satisfied per this agreement.
3. Guarantees are to be provided according to chapter (6) hereof.
4. Customs authority undertakes to endorse transit statement's copies and maintain a copy thereof for the purposes of customs control.

Article (18):

1. Properly roped and sealed with customs seals, the loaded transport unit along with goods' transit statement shall be submitted to customs authority's entry office in every transit country. The customs authority is to ensure that the transport unit is not abused and ropes, customs seals and identification tags properly placed. Such customs authority shall endorse transit statement.
2. The very customs authority's office maintains a copy of the transit statement.

Article (19):

Upon removal of customs seal in the transit office- for purposes of the loaded transport unit inspection- or during the transportation process, customs authority shall mention in the transit statement the new specifications of the placed customs seals.

Article (20):

1. In the event that ropes or customs seals are broken or damaged, goods or transport units destructed or damaged due to force majeure or unanticipated event during the transportation process, person in charge of the transport shall promptly report such matter to nearest station office. The station office's customs authority, in turn, prepare a report, if possible, in which such customs authority relies on an accident form conforming to the form prescribed in the annex (3) hereto. Then, the customs authority allow to continue the transit process having taken the required formalities and attached a copy of the very report to the transit statement.
2. In case of failure to instantly contact the customs authority, any other official authority shall be contacted, which authority is responsible for preparing accident-reporting form that conforms to the form prescribed in annex (3) hereto, if possible, and for attaching such form to transit statement. The very report shall be submitted along with transport unit and transit statement to the next station office. The station office's customs authority allows to continue the transit process after fulfilling the required formalities.
3. Upon the imminent danger requiring full or partial prompt unloading of the goods, person in charge of the transport may take the appropriate formality at its discretion and responsibility and, therefore, follow the formality set out in paragraphs (1) and (2) of this article as required.
4. Unless ropes or customs seals are broken or damaged or goods or transport units destructed in a contracting party's territory, the next entry office's customs authority shall ensure the accident is proved in a report issued by an official entity in the country where the accident occurred. Thereafter, such customs authority allows to continue the transit process.

Chapter (9)

Formalities of destination office

Article (21):

1. Loaded transport unit properly roped and sealed with customs seals shall be submitted along with the goods' transit statement to destination office's customs authority.

2. Destination office's customs authority takes any controlling steps as deemed necessary to ensure authorizer or carrier fulfills all the assigned obligations.
3. Destination office's customs authority shall state in the transit statement submittal date of the transport unit and any control results. The transit statement is to be returned to the concerned person and endorsed to prove goods are arrived in full. Such endorsement is provided for discharge purposes. A certificate thereof shall be provided to the concerned person upon request.
4. Destination office's customs authority keeps one or more copies of the transit statement.

Chapter (10)

Administrative cooperation exchange

Article (22):

Where customs authority of a contracting party country submits an application to a customs authority of another contracting party country requesting investigation of violation or doubting execution of this agreement, the latter customs authority shall promptly provide any information related to data, deals, transported goods, transport units or others.

Article (23):

In case a customs authority of a contracting party country finds out a material violation related to transit statement and process, such customs authority shall instantly notify customs authorities of the concerned contracting party countries.

Article (24):

Customs authorities of the concerned contracting party countries are entitled to directly call each other for the purpose of this agreement.

Chapter (11)

Others

Article (25):

No additional goods may be shipped inside a transport unit during transit process unless a separate transit statement is regulated. This matter shall be mentioned in the original statement issued by primary release country.

Article (26):

Transit process may be completed in a station office unspecified in the transit statement as being destination office upon request of the concerned person and approval of the competent customs authority. This matter shall be mentioned in the transit statement and manifest given the fact that the post-process shall be deemed a transit process hereunder.

Article (27):

Should the responsibility for transport units or goods during the transit process are transformed from an authorizer or carrier to another, the competent customs authority's approval shall be obtained. The transport unit or goods shall be, then, responsible to the former authorizer or carrier until the very approval is obtained. A copy of the transit statement involving any control results is to be submitted to the former authorizer or carrier when requested.

Article (28):

Contracting parties may during transit process carried out in their territories:

1. Determine a deadline for transport units and goods to stay in the territories.
2. Draw a route for the transport units.
3. Set the passing transport units under customs escort.
4. Apply the applicable laws and regulations to exceptional cargo transport taken into account the provision hereof.

Article (29):

1. Forms, manifests and transit statements shall be issued in Arabic language and may be in another additional language- beside the Arabic language- accepted by customs authority of the territory where load offices are located.
2. Weight and measures are to be calculated per the metric system for the purposes of this agreement.

Article (30):

Pursuant to article (20) hereof, taxes and duties applied to goods and transport units may not be applied in case the customs authority learnt that goods and transport units have been completely damaged due to force majeure events during transit process.

Article (31):

Each contracting party shall:

1. Be responsible for performance of all official customs formalities through station offices as quick as possible giving the priority to damageable or reducible goods, animals and other goods that need prompt transport.
2. Allow to perform official customs formalities through transit office beyond the official working times and on public holidays.

Article (32):

Without prejudice to article (5) hereof, countries and parties may obtain service charges of official customs formalities if performed beyond the official working times, on public holidays or out of the determined places. This matter may occur upon directives issued on this concern.

Article (33):

Every contracting party shall be entitled to prevent- on temporary or permanent basis- any person from using such agreement once such person is proved to commit a violation to law or customs regulations. In such a case, other contracting parties, guarantee establishment or its affiliates shall promptly be notified thereof.

Article (34):

A cooperation is to be established between customs authority and railways in a pursuit to apply articles (6), (22) and (27) hereof, in case goods are transported by railways.

Article (35):

Contracting parties may grant each other- upon agreements- facilitations beyond those stipulated herein, provided this matter does not go against transit processes performed under this agreement.

Article (36):

Used and unused Bond cards sent to guarantee establishment or its affiliates shall be exempted from taxes, duties and import, export and cash restrictions.

Article (37):

Right after this agreement comes into force, contracting parties determine inter-transport charges for the purposes of this agreement and according to recognized practices related to transport tariff.

Chapter (12)

Final provisions

Article (38):

This agreement shall be endorsed by the signing countries per their constitutional laws. Endorsed documents, then, are to be filed with Arab League's Secretariat General, which in turn prepares a report on this filed endorsed documents and sends such report to other contracting parties.

Article (39):

Arab League states that do not sign this agreement may enter into it upon a declaration submitted to Secretary General, which in turn notifies other signing states thereof.

Article (40):

- a) This agreement shall be valid one month prior to filing the endorsed documents of signing seven states, amongst which there shall be five states signing Agreement on Trade Facilitation and Organizing Transit Trade among Arab States 1953.
- b) Effective from the date determined in the above paragraph, this agreement shall substitute provisions related to transit trade set out in the agreement made on 1953 and the amendments as above mentioned.

Article (41):

1. Any contracting party may announce a desire to withdraw from this agreement under a written document filed with Arab League's Secretariat General.
2. Such withdrawal shall be valid six months following the date the withdrawal document is filed.
3. Where a contracting party announces the desire to withdraw from this agreement per paragraph (1) of this article, obligations assigned

under this agreement with respect to any transit process performed before the date the withdraw comes into force shall be still valid.

Article (42):

1. This agreement is to be inspected by a technical committee involving representatives from every contracting party country, which committee is to meet within two months after execution of this agreement, one time a year and as the case may be. Such committee gives recommendations under bylaws of Economic and Social Council for issues arising out of application of this agreement. If such issues are settled upon two-third vote, these recommendations shall be deemed a binding resolution and promptly applied; otherwise, such recommendations shall be referred to Economic and Social Council to decide on them.
2. The committee meets in Arab League's Secretariat General or in any contracting party country upon a convening notice of Secretariat General or a request of a contracting party.

Article (43):

1. One or more contracting parties may propose to amend this agreement, provided such proposal is to be submitted to the technical committee mentioned in article (42) hereof to provide the related recommendations.
2. Such amendments shall be valid effective from the date of filing the endorsed documents of signing seven state governments, amongst which there shall be five states signing Agreement on Trade Facilitation and Organizing Transit Trade among Arab States 1953.

Article (44):

The annexes hereto shall be deemed an integral part hereof.

Article (45):

Arab League's Secretary General undertakes to inform the contracting parties with the following:

- a) Signing, endorsing and joining this agreement shall be according to article (38) hereof.
- b) Joining shall be according to o article (39) hereof.
- c) Effective date of this agreement shall be according to article (40) hereof.

- d) Withdraw from this agreement shall be according to article (43) hereof.
- e) Any amendment shall be valid per article (43) hereof.

This agreement was made in Arabic language in Cairo on Monday, Rabi' Al-Awwal 24th, 1397 AH (corresponding to March 14th, 1977 AD) in one original copy to be filed with Arab League's Secretariat General. A true copy hereof shall be delivered to each signing or joining country.

In witness whereof, authorized representatives whose names are mentioned hereinafter set their hands on behalf and in names of their governments.

For governments of	Signed
Hashemite Kingdom of Jordan	(Dr. Nagm Al Dagani)
United Arab Emirates	(Sheikh/ Sultan Bin Ahmed Al Maala)
Kingdom of Bahrain	(Ibrahim Mohammed Abdel Kareem)
Republic of Tunisia	(Salah Al Deen Abdullah)
People's Democratic Republic of Algeria	(Gamal Hoho)
Kingdom of Saudi Arabia	(Sheikh/ Mohammed Aba Khalil)
Republic of the Sudan	(Al Sharief Al Khatam Mohammed)
Syrian Arab Republic	(Dr. Mohammed Al Emadi)
Somali Democratic Republic	(Abdel Rahman Fareh)
Iraqi Republic	(Hekmat Ibrahim Al Azzawi)
Sultanate of Oman	(Abdullah Saeed Al Shoely)
Palestine Liberation Organization	(Ibrahim Eissa)
State of Qatar	(Ali Sultan Al Ali)
State of Kuwait	(Abdel Rahman Al Ateeqi)
Lebanese Republic	(Meshal Doumat)
Great Socialist People's Libyan Arab Jamahiriya	(Soliman Al Qunsol)
Arab Republic of Egypt	(Dr. Salah Al Deen Hamed)
Kingdom of Morocco	(Abdel Latif Al Iraqi)
The Islamic Republic of Mauritania	(Ismail Weld Mawlood)
Yemen Arab Republic	(Mostafa Yaaqoub)
And Democratic Republic of Yemen	(Mahmoud Saeed Madhi)

Annex (1)

Requirements of covers, ropes and customs seals

Covers, ropes and customs seals shall meet the following:

1. General requirements: they shall be:
 - a) Strong, durable and resistant to natural factors,
 - b) Quickly and easily set up or removed,
 - c) Easily inspected and verified,
 - d) And caused clear signs upon removal, disassembly or abuse.

2. Requirements of covers: covers shall be:
 - a) Made of cloth,
 - b) Composed of one piece,
 - c) Proper and not torn in a way that prevents access to the cargo,
 - d) Large as far as to completely cover the whole cargo and to slip down the sides of the box packaged,
 - e) And equipped with metal rings fixed in the cloth throughout its length on equal dimensions, if possible.

3. Requirements of ropes: ropes shall be:
 - a) Composed of one piece,
 - b) Long enough to the extent that allows the rope ends to come together after passing into the cover holes and the box rings,
 - c) And set up in a way that prevents access to anywhere of the box or the cargo except by cutting off or damaging the rope.

4. Requirements of customs seals: seals shall be:
 - a) Shaped and sized in a way it can be easily seen,
 - b) Made of strong material as far as to prevent breaking and damage due to natural factors,
 - c) Manufactured in a way that does not allow reuse,
 - d) Marked with word (customs), name of the country in Arabic, and numbers, codes and words referring to name of the sealing station office.
 - e) Hard to be imitated or forged.
 - f) Holed in a size allowing ropes to pass through and to be closely collected together upon closing the seal.

Translated on: 13/11/2019

Annex (2)

Accident report regulating execution of article (26) of Agreement on the Regulation of Transit Transport among Arab States signed on 14/ 03/ 1997.

Transit statement No. date:

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Carrier name:

.....

Transport unit type: No. place of registration:

.....

Driver name:

.....

.....

Name of countries where the accident occurred:

.....

Place of the accident:

.....

We, the undersigned, represent that on / /, inspection has been conducted for the above transport unit and, therefore, we concluded the following:

1. Transport unit:

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2. Cargo:

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Formalities taken by the carrier:

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Employees' names and signatures:

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Formalities taken by regulators of evidence report:

Translated on: 13/11/2019

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