

NORTHERN CORRIDOR TRANSIT AND TRANSPORT AGREEMENT

PROTOCOLS

**As Amended by the Extra-Ordinary Meeting of the Executive Committee held on
7th October, 2020**

PROTOCOL NO. 1

MARITIME PORT FACILITIES

Article 1: Application

Pursuant to Section 4 of Article 12(a) of the Northern Corridor Transit and Transport Agreement, the Contracting Parties agree to apply the provisions of this Protocol, which is an integral part of the Agreement.

Article 2: Content of Protocol

This Protocol governs the use, under the rule of equal treatment, by the Contracting Parties, of maritime port facilities of the Republic of Kenya, for the purpose of moving transit goods through those areas under the jurisdiction of the Kenya Ports Authority, or of any other port operator legally operating in Mombasa.

Article 3: Interpretations

Interpretations applicable to the present Protocol are those formulated in Article 1 of the Northern Corridor Transit and Transport Agreement.

Article 4: Use of port facilities

The Government of the Republic of Kenya agrees to the use of her maritime port facilities by the other Contracting Parties for the movement of goods in interstate trade or transit to and from the Corridor States, and to make available or facilitates the duly authorized operators to make available warehouses, sheds, open space and other appropriate facilities, to the extent possible, and under the terms and conditions noted in this Protocol.

Article 5: Equal treatment of ships

The Government of the Republic of Kenya guarantees that ships registered in, or chartered by, or carrying goods for the other Contracting Parties, and the crew of such ships, shall enjoy treatment equal to that accorded to Kenyan vessels and crew as regards access to and use of the maritime port facilities.

Article 6: Jurisdiction over port facilities and services

Overall responsibility for the administration, operation and maintenance of facilities made available to the Corridor States shall remain with the Kenya Ports Authority or with any other operator legally appointed for that purpose and for specific facilities under the laws of the Republic of Kenya.

Article 7: Coordinated Port Community Information System

The Government of the Republic of Kenya confirms that it shall implement a Coordinated Port Community Information System (CPIS) with the Mombasa Port Community and in accordance with the Northern Corridor Charter.

Article 8: Fees and charges

- a. The published and actual fees and charges to be paid in relation to interstate trade and transit traffic to the Corridor States for use of the maritime port facilities, either operated by the Kenyan Ports Authority or by any other operator, shall not exceed those to be paid by other users of the port facilities under similar circumstances.
- b. Any special preferential treatment or reduced rate or other benefit granted to a stakeholder of one of the Contracting Parties or person or entity acting in the interests of the trade of one of the Contracting Parties or granted to its goods, or to its vehicles, for commercial or other services, shall, be granted to any other stakeholder from the Contracting Parties or person or entity acting in the interests of the trade of one of the Contracting Parties, or shall be granted to goods or means of transport, satisfying conditions similar to those which justified the grant of a preferential treatment, reduced rate or other benefit.

Article 9: Procedures

The Government of the Republic of Kenya confirms that the provisions of Section 8 of the Northern Corridor Transit and Transport Agreement regarding streamlining of procedures shall apply in Mombasa Port, with a view to expedite transit and interstate traffic.

Article 10: Settlement of disputes

Any dispute between the Contracting Parties concerning the interpretation of this Protocol shall be settled in accordance with the provisions laid down in Section 14 of the Northern Corridor Transit and Transport Agreement.

PROTOCOL NO. 2

ROUTES AND FACILITIES

Article 1: Application

Pursuant to Section 5 of Article 13 of the Northern Corridor Transit and Transport Agreement, the Contracting Parties agree to apply the provisions of this Protocol on Routes and Facilities.

Article 2: Content of the Protocol

In this Protocol, the Contracting Parties agree to designate the routes specified in Section I for use by the other Contracting Parties for their traffic in transit and for traffic used in interstate trade on their respective territories, to make available the facilities specified in Section II of this Protocol for use in connection with such traffic, and to ensure the distribution of the costs for construction, maintenance and repair of the routes as set out in Section III of the Protocol.

Article 3: Interpretations

Interpretations applicable to the present Protocol are those formulated in Article 1 of the Northern Corridor Transit and Transport Agreement.

SECTION I. DESIGNATION OF ROUTES

Article 4: Routes for road traffic

a. For the passage of traffic in transit by road through Kenya, the Government of the Republic of Kenya designates the following roads:

From	By way of	To
Mombasa	Nairobi-Kisumu	Busia
Mombasa	Nairobi-Eldoret	Malaba
Mombasa	Nairobi-Eldoret	Lokichogio
Mombasa	Voi	Taveta
Mombasa	Nairobi	Namanga
Mombasa	Diani	Lungalunga
Mombasa	Nairobi-Narok	Isebania
Mombasa	Nairobi	Lwakhakha
Mombasa	Nairobi	Kisumu

b. For the passage of traffic in transit by road through Uganda, the Government of the Republic of Uganda designates the following roads:

From	By way of	To
Malaba	Jinja-Kampala-Masaka- Kabale	Katuna
Malaba	Jinja-Kampala	Ishasha River
Malaba	Jinja-Kampala	Mpondwe
Malaba	Tororo	Goli
Malaba	Tororo	Oraba
Malaba	Tororo-Gulu	Elegu
Malaba	Kampala-Kabale	Bunagana
Malaba	Kampala-Kabale	Cyanika
Malaba	Tororo	Vura
Malaba	Kampala-Fortportal	Ntoroko
Malaba	Tororo	Madi Opei
Malaba	Tororo	Afogi (Moyo)
Busia	Jinja-Kampala-Masaka-Kabale	Katuna
Busia	Jinja-Kampala	Ishasha River
Busia	Tororo	Oraba
Busia	Tororo	Goli
Busia	Tororo	Vura
Busia	Tororo-Gulu	Elegu
Busia	Kampala-Kabale	Bunagana
Busia	Kampala-Kabale	Cyanika
Kasese	Ishaka-Ntungano	Mirama Hills
Kasese		Mpondwe
Kasese	Katunguru	Ishasha River

c. For the passage of traffic in transit by road through Rwanda, the Government of Rwanda designates the following roads:

From	By way of	To
Kagitumba	Kigali	Bugarama/Kamanyola
Kagitumba	Kigali	Akanyaru Haut
Kagitumba	Kigali	Nemba
Kagitumba	Kigali	Ruhwa
Kagitumba	Kigali	Rubavu
Kagitumba	Kigali	Rusizi I
Kagitumba	Kigali	Rusizi II
Kagitumba	Kayonza	Rusumo
Kagitumba	Musanze	Rubavu
Gatuna	Musanze	Rubavu
Gatuna	Kigali	Rusizi I
Gatuna	Musanze	Rusizi II
Gatuna	Kigali	Ruhwa
Gatuna	Kigali	Nemba
Gatuna	Kigali	Akanyaru Haut
Gatuna	Kigali	Bugarama/Kamanyola
Cyanika	Musanze	Rubavu
Cyanika	Musanze	Rusizi I
Cyanika	Musanze	Rusizi II

Cyanika	Musanze	Bugarama/Kamanyola
Cyanika	Musanze	Ruhwa
Cyanika	Musanze	Akanyaru Haut
Rusumo	Kayanza	Kagitumba
Rusumo	Kigali	Nemba
Rusumo	Kigali	Akanyaru Haut
Rusumo	Kigali	Rusizi I
Rusumo	Kigali	Rusizi II
Rusumo	Kigali	Ruhwa
Rusumo	Kigali	Bugarama/Kamanyola
Rusumo	Kigali	Rubavu

- d. For the passage of traffic in transit by road through Burundi, the Government of Burundi designated the following roads:

From	By way of	To
Akanyaru Haut	Kayanza-Bujumbura	Gatumba
Gasenyi	Kirundo-Ngozi	Bujumbura
Ruhwa	Rugombo-Bujumbura	Gatumba
Akanyaru Bas	Ngozi	Gitega

- e. For the passage of traffic in transit by road through the Democratic Republic of Congo, the Government of the Democratic Republic of Congo designates the following roads:

From	By way of	To
Aru	Bunia	Kisangani or Isiro
Aru	Watsa	Isiro or Kisangani
Mahagi	Bunia	Kisangani or Isiro
Kasindi	Beni	Bunia or Kisangani
Ishasha	Rutshuru	Goma or Bukavu
Ishasha	Goma	Goma Ville
Bunagana	Rutshuru	Goma or Bukavu
Bunagana	Rutshuru	Beni or Kisangani
Goma	Rutshuru-Butembo	Beni or Kisangani
Bukavu	Hombo-Walikale	Kisangani
Bukavu	Walungu-Kalima	Kindu
Bukavu	Kamanyola	Kalundu
Bukavu	Kindu	Kisangani
Kiliba	Uvira	Kalundu
Kavimvira	Uvira	Kalundu
Kamanyola	Bukavu	Kalundu
Kinshasa	Matadi-Boma	Banana

The Contracting Parties agree to extend the itinerary of the Northern Corridor route to the Atlantic port of Banana, thus connecting the Atlantic Ocean to the Indian Ocean. The Democratic Democratic Republic of Congo is mandated to provide the itineraries in its territory for this purpose.

- f. For the passage of traffic in transit by road through the Republic of South Sudan, the Government of South Sudan designates the following roads:

From	By way of	To
Nadapal	Kapoeta-Torit	Juba
Nimule	Nesitu	Juba
Tertenya	Torit	Juba
Kaya	Yei	Juba
Kaya	Yei	Rumbek
Juba	Yei-Yambio	Wau
Lasu	Yei	Juba
Lasu	Yei	Yambio
Juba	Mangala	Bor
Juba	Mangala-Bor	Malakal
Juba	Mundri-Yambio	Wau
Juba	Terkeka-Yirol	Rumbek
Juba	Rumbek	Aweil
Juba	Rumbek	Wau
Juba	Rumbek	Bentiu
Juba	Wau	Kuwajok

Article 5: Routes by rail

Contracting Parties agree to provide itineraries for the transit routes by rail through their territories for purposes of interstate and transit rail transport.

- a. For the passage of traffic in transit by rail through Kenya, the Government of Kenya designates the following routes:

From	By way of	To
Mombasa	Nairobi-Nakuru	Kisumu
Mombasa	Nairobi-Nakuru	Malaba

- b. For the passage of traffic in transit by rail through Uganda, the Government of Uganda designates the following routes:

From	By way of	To
Tororo	Jinja-Kampala	Kasese
Tororo	Mbale-Gulu	Pakwach

- c. For the passage of traffic in transit by rail through Democratic Republic of Congo, the Government of Democratic Republic of Congo designates the following routes:

From	By way of	To
Aru-Mungbere-Buta-Kisangani	Watsa-Isiro-Buta-Aketi-Ubundu-Kalima	Port of Bumba Kindu

Kinshasa
Matadi

Songololo
Boma

Matadi
Banana

- d. For the passage of traffic in transit by rail through Rwanda, the Government of Rwanda designates the following route

From	By way of	To
Kagitumba	Kigali	Goma

Article 6: Transit routes through the inland waterways

The Contracting parties agree to designate itineraries through which the interstate and transit routes on their inland waterways shall pass.

Article 7: Routes using the pipeline

The Contracting parties agree to designate itineraries through which the inter-state pipeline will transmit the Member States.

Article 8: Customs approved routes and border crossing points

Routes approved by Customs for the passage of traffic in transit and for the passage of interstate traffic engaged in trade, and Customs offices designated for clearance of such traffic are specified in the Protocol No. 3 on Customs control to the Agreement.

SECTION II. FACILITIES ALONG DESIGNATED ROUTES

Article 9: Facilities for road traffic

- a. The Contracting Parties agree to ensure the availability of the following facilities for traffic in transit and interstate trade along the roads specified in Section 1 of this Protocol:
- i. First aid services;
 - ii. Repair facilities;
 - iii. Fuel filling stations;
 - iv. Post and telecommunication offices;
 - v. Facilities for loading and unloading;
 - vi. Storage areas; and
 - vii. Restaurants and stopover rest facilities (Roadside Stations)
 - viii. Security, parking facilities and emergency services
 - ix. Police posts
 - x. Search and rescue
 - xi. Banking facilities
- b. The Contracting Parties agree that the facilities and services enumerated herein above may be made available by private entrepreneurs.

Article 10: Facilities for rail traffic

- a. The contracting parties agrees to ensure the provision of facilities for loading, unloading, breaking bulk, where necessary, and storage available for goods carried by rail intended for the contracting parties and transferred to road transport, and vice versa, at the railway stations in Kasese, or other appropriate rail station against payment of costs for effects and provisions acquired and charges for the services rendered according to the rates that apply to local users.
- b. The Contracting parties agree that the facilities and services enumerated herein above may be availed by private entrepreneurs.

SECTION III MAINTENANCE AND DISTRIBUTION OF COSTS

Article 11: Maintenance of routes

The Contracting Parties shall adopt requisite infrastructure, financing, maintenance and management, including policies, encouraging the involvement of private entrepreneurs, to ensure that the routes within their territories designated in this Protocol for the passage of traffic in transit or interstate are safe, secure and in working condition.

Article 12: Route tolls

Subject to the provisions of Section 5 and Article 43 on prohibition of discrimination, of the Northern Corridor Transit and Transport Agreement, each Contracting Party may, through a designated competent authority, levy route tolls to defray the costs for maintenance of sections of their roads for interstate traffic and traffic in transit.

Article 13: Construction of new routes and facilities

Should a Contracting Party desire the construction of new route facilities, it shall conclude an agreement for this purpose with the Contracting Party on whose territory the route or facility is to be constructed. The construction of such new routes and facilities shall be on such terms as shall be agreed between the contracting parties concerned.

Article 14: Protection of the interests of transit States

The Contracting Parties may restrict or prohibit traffic in transit or interstate traffic on certain routes, for the duration of repair work or for the duration of removal of a danger to public safety, or public emergency. Before traffic in transit or interstate traffic is restricted or prohibited for reasons other than emergencies, Contracting Parties imposing restrictions or prohibitions shall give prior notice to the competent authorities of other Contracting Parties.

PROTOCOL NO. 3

CUSTOMS CONTROL AND OPERATIONS

Article 1: Application

- a. Pursuant to Section 7, Article 22 of the Northern Corridor Transit and Transport Agreement, the Contracting Parties agree to apply the provisions of this Protocol related to Customs control.
- b. The provisions of this Protocol shall not preclude the application of the provisions of the Protocol for transit trade and transit facilities annexed to the Treaty establishing a Common Market for Eastern and Southern Africa, which the Contracting Parties have ratified.

Article 2: Content of the Protocol

The Protocol covers the use of customs documentation affecting the efficiency and transit operations.

Article 3: Interpretations

For the purpose of this Protocol and in addition to the interpretations included in Article 1 of the Northern Corridor Transit and Transport Agreement, the following expressions shall have the meanings hereby assigned to them:

Common Market Customs Transit Document: means the customs document for transit declaration in a format approved by the Common Market for Eastern and Southern Africa Council of Ministers to be utilized within the Common Market States, and especially the document referred to in Annex I to this Protocol.

Customs security: means an undertaking given to the Customs in cash, bond or as a written guarantee to ensure that an obligation to the Customs authorities will be fulfilled. This is equivalent to the surety as defined in the Common Market for Eastern and South Africa Protocol for Transit Trade and Transit Facilities;

Customs transit: means a Customs procedure under which goods are transported under Customs control from one Customs office to another;

Customs transit operation: means the transport of goods from an office of departure to an office of destination under Customs transit;

Declarant: is a person who signs a Common Market Transit Document or equivalent document for customs transit or in whose name it is signed;

Import or export duties and taxes: Customs duties and all other duties, taxes, fees or other charges which are collected on or in connection with the importation or exportation of goods but not including fees and charges which are limited in amount to the approximate cost of services rendered;

Means of transport include a particular vehicle, railway wagon, sea-going or river vessel, container, or other device used for the transport of goods or persons.

Office en route: Any Customs office through which goods in transit pass in the course of a Customs transit operation;

Office of departure: Any Customs office at which a Customs transit operation commences. This is equivalent to the Customs office of commencement of Common Market for Eastern and Southern Africa Protocol for transit trade and transit facilities;

Office of destination: Any Customs office at which a Customs transit operation is terminated. This is equivalent to the Customs office of destination of Common Market for Eastern and Southern Africa Protocol for transit trade and transit facilities;

Temporary admission: Customs procedure under which certain goods can be brought into a Customs territory conditionally relieved from payment of import duties and taxes; such goods must be imported for a specific purpose and must be intended for re-exportation within a specified period and without having undergone any change except normal depreciation due to the use made of the goods;

Transport unit: see Means of transport

Article 4: Documents to cover storage

When arriving at the place of storage, goods shall be accepted in temporary store under cover of the Commercial or Transport document accompanying them, for example, a Cargo Manifest, Multimodal transport document, Bill of Lading, Air Waybill, or a Common Market Transit Document for Customs transit. Goods placed in customs warehouse shall comply with the National Customs Warehouse procedure.

Article 5: Priority to certain consignments

The contracting parties shall grant, at any customs office where customs clearance takes place, during a customs transit operation, priority to consignments consisting of live animals, perishable goods, and of other urgently needed goods for which rapid transport is essential.

Article 6: Dangerous goods

Transport of dangerous goods under Customs transit shall be governed by the provisions of Protocol No. 10 to this Agreement on the handling of dangerous goods.

SECTION I: GENERAL PROVISIONS

Article 4: Coverage of the Protocol

The provisions of this Protocol shall cover the transport, either in transport-units which can be effectively sealed by the Customs or in non-sealable transport equipment, under Customs transit, of goods:

- (a) Consigned from the territory of one Contracting Party and destined to a place in the territory of a third country through the territory of one or more other Contracting Parties;
- (b) Consigned from the territory of a third country and destined to a place in the territory of one Contracting Party through the territory of one or more other Contracting Parties, and
- (c) Consigned from the territory of one Contracting Party and destined to a place in the territory of another Contracting Party through the territory of a third Contracting Party.

Article 5: Duties and taxes, temporary admission

- a. The Contracting Parties agree not to subject goods which are destined to or consigned from the territory of other Contracting Parties and which are carried through their territories under Customs transit, to the payment or deposit of import or export duties and taxes, provided that the conditions laid down in this Protocol are complied with.
- b. The Contracting Parties agree to grant temporary admission for any means of transport, which are used, or intended to be used, for the carriage of goods under Customs transit through their territories. No security or temporary admission document shall be required for such means of transport.
- c. The Contracting Parties agree to exempt from payment of import duties and taxes the following: fuel and lubrication oils contained in the normal tanks of means of transport upon arrival, spare parts, accessories and equipment, including special equipment for the loading, unloading, handling and protection of cargo, which are imported with the means of transport and are intended to be re-exported therewith.
- d. The Contracting Parties also agree to grant temporary admission for maintenance and recovery vehicles, and for parts and equipment which are to be used, in the course of repair or maintenance, as replacements for parts and equipment incorporated in or used on a means of transport which is already temporarily admitted in their territories. Security and a temporary admission document may be required for such parts and equipment.

Article 6: Routes for Customs transit

The Contracting Parties undertake that the routes specified in Protocol No.2 to the Northern Corridor Transit and Transport Agreement on Routes and facilities may be used for Customs transit operations in their respective territories.

Article 7: Customs offices designated for transit and Inter-state Traffic.

- a. Kenya designates the following Customs offices, which it has, for the purposes of this Protocol, empowered to act as

Offices of departure: Mombasa, Nairobi, Nakuru, Eldoret, Malaba, Busia, Naivasha, Lokichogio, Lwakhakha, Kisumu, Isebania, Namanga, Taveta, Lungalunga

Offices en route : Nairobi, Kisumu, Eldoret

Offices of destination : Mombasa, Nairobi, Malaba, Busia, Naivasha, Lokichogio, Lwakhakha, Kisumu, Isebania, Namanga, Taveta, Lungalunga

- b. Uganda designates the following Customs offices, which it has, for the purposes of this Protocol, empowered to act as

Offices of departure: Malaba, Busia, Tororo, Portbell, Mirama Hills, Katuna, Cyanika, Bunagana, Ishasha River, Mpondwe, Ntoroko, Goli, Vurra, Oraba, Elegu, Madi-Opei, Lwakhakha, Suam River, Afogi (Moyo).

Offices en route: Lugazi, Kampala

Offices of destination: Katuna, Kasese, Cyanika, Mirama Hill, Mpondwe, Goli, Ishasha River, Malaba, Busia, Portbell, Elegu, Oraba, Madi-opei, Vurra, Katuna, Ntoroko, Suam River, Afoji (Moyo)

- c. Rwanda designates the following Customs offices, which it has, for the purposes of this Protocol, empowered to act as

Offices of departure: Gatuna (OSBP), Kagitumba (OSBP), Cyanika and Rusumo (OSBP);

Offices en route : Gatuna, Kigali, Akanyaru Haut, Musanze

Offices of destination: Rubavu (OSBP), Rusizi-I, Rusizi-II, Kamanyola, Ruhwa (OSBP), Akanyaru-Haut and Nemba (OSBP).

- d. Burundi designates the following Customs offices, which it has, for the purposes of this Protocol, empowered to act as

Offices of departure: Gisenyi, Akanyaru Haut, Gatumba, Gasenyi

Offices en route : Bujumbura Port

Offices of destination : Gatumba, Ruhwa, Bujumbura Port, Kanyaru Haut, Gasenyi.

- e. The Democratic destination: Republic of Congo designates the following Customs offices, which it has, for the purposes of this Protocol, empowered to act as:

Offices of departure: Aru, Mahagi, Kasindi, Ishasha, Bunagana, Goma, Kavimvira, Ruzizi I, Ruzizi II, Kamanyola, Karombo, Ndu, Buta, Doruma, Aba, Kiliba-border (Vugizo), Mboko, Kitagoma, Kyavinyonge, Batalinga, Dungu, Kengezi, Djegu, Padiri, Ombayi.

Offices en route: Aru, Mahagi, Kasindi, Ishasha, Bunagana, Goma, Kavimvira, Ruzizi I, Ruzizi II, Kamanyola, Karombo, Ndu, Buta, Doruma, Aba, Kiliba-border (Vugizo), Mboko, Kitagoma, Kyavinyonge, Batalinga, Dungu, Kengezi, Djegu, Padiri, Ombayi.

Offices of destination : Bunia, Kisangani, Isiro, Beni, Goma Ville, Uvira, Kalundu, Bukavu, Kiliba, Kindu, Baraka, Butembo, Buta, Mboko, Kitagoma, Kyavinyonge, Batalinga, Dungu, Kengezi, Djegu, Padiri, Ombayi.

- f. The Republic of South Sudan designates the following Customs offices, which it has, for the purposes of this Protocol, empowered to act as:

Offices of departure: Nadapal, Nimule, Kaya, Juba, Lasu, Tertenya, Ezo, Kajo Keji.

Offices en route: Kapoeta, Torit, Juba, Yei, Yambio, Rumbek, Bor, Wau.

Offices of destination: Juba, Rumbek, Wau, Bor, Aweil, Bentiu, Malakal, Yambio, Kuwajok, Nimule, Nadapal, Kaya, Kajo-keji, Tertenya, Ezo, Lasu.

Article 8: Business hours and competence of frontier Customs offices for Customs transit

- a. For the purposes of this Protocol the corresponding Customs offices which are located on the common frontier, shall harmonize their working hours, shall be open every day, including Sundays and public holidays, from 06.00 until 18.00 o'clock (East African time) or, where the Customs office or offices in question serve Burundi, Rwanda and/or the Democratic Keji Republic of Congo but not Kenya and/or Uganda, Central African time.
- b. The relevant Customs authorities shall regularly review the feasibility of extending the border closing and opening times with a view to implementing such extension as soon as its feasibility is established and target working 24/7.
- c. The Contracting Parties shall authorize their corresponding frontier Customs offices to clear all goods carried under Customs transit in accordance with the provisions of this Protocol.

Article 9: Common Market Transit Document for Customs transit

- a. The Contracting Parties hereby prescribe the Common Market Transit Document form to be used for Customs transit operations in accordance with this Protocol. The Rules applicable to the preparation of the form shall be those laid down in Annex 1 to this Protocol.
- b. A Common Market Transit Documents shall be valid for only one transit operation and shall consist of a sufficient number of copies for customs control and discharge required for the transit operation concerned Use of electronic documents exchanged among the customs territories through which the goods transit shall be admissible in clearance of goods across the customs frontiers.

Article 10: Customs security

- a. All transit goods operations shall be covered by customs bond or other security arrangements.
- b. The Contracting Parties undertake to use and accept as Customs security, for ensuring the fulfilment of any obligation arising under a Customs transit operation carried out under the terms of this Protocol, the Regional Customs Bond Guarantee Scheme of COMESA. In this regard member States shall insure that their Customs Management Systems are inter-connected to facilitate data interchange.
- c. The amount of Customs security for a single Customs transit operation shall be determined so that it covers any import duties and taxes chargeable on goods so carried.
- d. Persons who regularly carry out Customs transit operations shall be entitled to lodge a general guarantee which shall be valid for a period of one year.
- e. Where persons have lodged a general guarantee, the Customs authorities shall not require a copy of the guarantee document issued by the guaranteeing institution to be presented on the commencement of a Customs transit operation unless they have doubts as to the validity of the details concerning the guarantee, but shall content themselves with the details of the guarantee given on the Common Market Transit Document for Customs transit operation.
- f. The liability of the surety to the authorities of any Contracting Party shall commence when the Common Market Transit Document is accepted by the customs authorities of this Party.

Article 11: Obligations of the Contracting Parties

- a. Each Contracting Party undertakes to facilitate the transfer to the other Contracting Parties of funds necessary for the payment of premiums or other charges claimed from sureties under the provisions of this Protocol or for the payment of any penalties which the transfer may incur in the event of an offence being committed in the course of transit transfer operations.
- b. The Contracting Parties agree to ensure that the liabilities undertaken by sureties over import or export or any interest thereon, and other charges and financial penalties incurred by the holder of a customs transit document, and any other persons involved in the transport transit operation, are duly discharged and that appropriate enforcement action is taken under the customs laws and regulations of the Contracting Party in which the offence has been committed. The surety and the persons charged with an offence shall be jointly and severally liable.
- c. When the customs authorities of a Contracting Party have unconditionally discharged a Common Market Transit Document, they may not subsequently claim from the surety payment in respect of the duties resulting from the operation covered by the document unless the discharge was obtained erroneously or fraudulently.
- d. Non-discharge of a Common Market Transit Document and claim for payment from the surety shall be notified within one year from the date such Document was taken in charge.
- e. The claim for payment of amounts due under paragraph 2 of this Article shall be made within three years from the date of notification of non-discharge of the Common Market

Transit Document or that the discharged was obtained erroneously or fraudulently, provided however that if the period of three years referred to includes legal proceedings, the claim for payment shall be made within one year from the date when the decision of the court becomes enforceable.

Article 12: Technical qualifications of sealable transport-units

- a. Transport-units which are intended to be sealed by the Customs for transport operations under this Protocol shall be approved for the transport of goods under customs seal in accordance with sub-Article 11(b) of the Article and shall be so constructed and equipped that:
 - i. Customs seals can be simply and effectively affixed to them;
 - ii. No goods can be removed from or introduced into the sealed part of the transport-unit without breaking the Customs seal or leaving visible traces of tampering;
 - iii. They contain no concealed space where goods may be hidden;
 - iv. All spaces capable of holding goods are readily accessible for Customs inspection;
- b. The Contracting Parties undertake to accept, without further approval, transport-units approved by the competent authorities of other Contracting Parties and transport-units approved in accordance with an international instrument providing for the conditions and procedure for the approval of transport-units intended for the international transport of goods under Customs seal.

Article 13: Customs seals and fastenings.

Customs seals and fastenings to be used in the application of Customs transit shall comply with the minimum requirements laid down in Article 19 of this Protocol.

- a. Customs seals and fastenings affixed by Customs authorities of the other Contracting Parties or of a third country and which comply with the requirements in the {2 to this Protocol} shall be accepted for the purposes of this Protocol. Contracting Parties reserve the right, where such foreign seals and fastenings have been found insufficient or insecure or where their Customs authorities have proceeded to an examination of the goods, to affix their own seals and fastenings.
- b. Foreign seals and fastenings accepted under paragraph 2 of this Article shall be accorded the same legal protection as national seals and fastenings.
- c. The Contracting Parties shall provide each other with specimens of the Customs seals and fastenings they use for the purposes of Customs transit.

SECTION II: FORMALITIES TO BE FULFILLED AT THE OFFICE OF DEPARTURE

Article 14: Documentary formalities

- a. The Contracting parties agree that the declaration for goods in transit shall be made only once and shall be processed in the country of the first point of entry. A single regional bond system shall apply and shall be managed under a regional transit system. The goods shall then be monitored by the Customs authorities of the transit countries to ensure no diversion.

- b. The declarant shall produce the goods to be conveyed under Customs transit, together with appropriate documentation under either COMESA transit regime or the EAC Single Customs Territory transit regime and the necessary commercial or transport documents to the Customs authorities at the Office of departure. In the case of the COMESA transit regime, documentation and procedures relating to the Regional Customs Transit Guarantee, shall apply. Similarly, under the EAC transit regime, appropriate documentation and regional bond guarantee, shall apply.
- c. The Customs authorities at the Office of departure shall satisfy themselves that:
 - i. the Transit Document is duly completed;
 - ii. the goods declared for Customs transit are those specified on the Single Goods Declaration Document of COMESA or of the EAC Single Customs Territory, whichever is applicable; and
 - iii. where required, the guarantee is in order.

Article 15: Formalities relating to the use of Customs seals

- a. Where the goods are transported in a transport-unit meeting the requirements set out in Article 11 of this Protocol, the Customs authorities shall seal the transport-unit either using the ordinary seal or the electronic seal.
- b. In certain circumstances, Customs authorities may seal transport-units which have not been approved for the transport of goods under Customs seal when they are satisfied that the units when sealed, are sufficiently secure.
- c. Details of the Customs seals affixed and of the date of affixing shall be duly recorded on the Single Goods Declaration Document for Customs transit to enable the Office of destination to identify the consignment and to detect any unauthorized interference.
- d. When the goods are conveyed in a transport-unit which cannot be effectively sealed, identification shall be assured and unauthorized interference rendered readily detectable, either by affixing Customs seals to individual packages, by affixing identification marks, by describing the goods, by reference to samples, plans, sketches or photographs attached to the appropriate Single Goods Declaration Document, by full examinations of the goods and recording the results thereof on the Single Goods Declaration Document, or by Customs escort.

Article 16: Additional control measures

- Only when they consider such a measure to be indispensable will the Customs authorities:
- (a) Require goods consigned from or destined to the territory of another Contracting Party to be transported under Customs escort while in the territory of that Contracting Party; or
 - (b) Prescribe a time-limit for the production of the goods at a specified Customs office in their territory.

SECTION III: FORMALITIES TO BE FULFILLED AT OFFICES EN ROUTE AND AT OFFICE OF DESTINATION

Article 17: Formalities of Offices en route

- a. At offices where goods leave the Customs territory, the Customs authorities shall satisfy themselves that any Customs seals and fastenings or identification marks are intact and, where appropriate, that the transport-unit is secure; they shall then endorse the

Common Market Transit Document or the EAC SCT Document accordingly, retain one copy and pass one copy on to the Office en route where the goods enter the subsequent transit country. Upon receipt of the latter copy, in accordance with paragraph (b) below, they shall return that copy to the Office of departure, or – in transit countries – to the Office en route where the goods entered the Customs territory.

- b. At offices where goods are imported into the Customs territory, the Customs authorities shall satisfy themselves that the Single Goods Declaration Document is in order, that any Customs seals and fastenings or identification marks previously affixed are intact and, where appropriate, that the transport unit is secure, and that the guarantee is in force, they shall then endorse the Single Goods Declaration Document accordingly, retain one copy and return one copy to the Office en route in the Customs territory from which the goods were imported.
- c. When an Office en route removes a Customs seal or identification mark, for example, when they are no longer considered to be secure, it shall record details of the new Customs seals or identification marks on the Single Goods Declaration Document accompanying the goods.
- d. The customs formalities above shall be in compliance with the computerized procedure for the Regional Customs Transit Guarantee Scheme.

Article 18: Formalities at the Office of destination

- a. At the Office of destination, the Customs authorities shall satisfy themselves that any seals and fastenings or identification marks are intact and verify that the transport-unit is otherwise secure. They may also carry out either a summary or a detailed examination of the goods themselves.
- b. Upon confirmation that the goods have crossed over into the country of destination, by the Customs authorities of the last transit country, the bond shall be acquitted in line with the procedures of the Regional Customs Transit Guarantee Scheme.

Article 19: Authorized Economic Operator

The Member States through their customs administrations ensure that traders who qualify to be designated as Authorized Economic Operators, in accordance with the World Customs Organization, are enabled to benefit from simplified clearance procedures.

SECTION IV: MUTUAL ADMINISTRATIVE ASSISTANCE

Article 20: Communication of Information

The Customs authorities of the Contracting parties agree to interface their Customs Management Information Systems and shall, on request, communicate to each other as promptly as possible:

- (a) Any available information relating to the Single Goods Declaration Document completed or accepted in their territory which is suspected of being false;
- (b) Any available information enabling the authenticity of seals claimed to have been affixed in their territory to be verified.

Article 21: Notification of inaccuracies

The Customs authorities of the Contracting Parties shall, spontaneously and without delay, notify each other of any serious inaccuracy in a Common Market Transit Document or of any other serious irregularity discovered in connection with a Customs transit operation carried out under the provisions of this Protocol, in order that the matter may be investigated, any duties and taxes chargeable may be collected and any repetition of the circumstances may be prevented.

SECTION V: STORAGE FACILITIES

Article 22: Permission to store goods in transit

- a. The Contracting Parties shall allow goods consigned from or destined to the territory of other Contracting Parties, to be stored in their territory, either in a temporary store or in a Customs warehouse, where such storage is necessary either after or before a Customs transit operation or at any stage in the course of such an operation, for example at a frontier post, for a period sufficient to enable the goods to be forwarded to their ultimate destination in a third country or to be placed under Customs transit.
- b. Storage is limited to a period agreed upon between Customs authorities. Goods not cleared at the end of the period are disposed of or destroyed in accordance with Customs laws and regulations in force where the goods were stored. Effect Customs authorities may order the disposal or the destruction of perishable goods at any moment if there present or expected condition at short term so justifies shall be given preferential treatment appropriate to their nature.

Article 23: Operations permitted for goods stored

- a. Stored goods shall be allowed to undergo normal operations necessary for their preservation in good condition. Such operations include cleaning, beating, removal of dust, sorting and repair or change of faulty packings.
- b. Goods shall also be allowed to undergo normal operations necessary to facilitate their removal from their place of storage and their further transport. Such operations include piling, weighing, marking and labeling.

Article 24: Documents to cover storage

When arriving at the place of storage, goods shall be accepted in temporary store under cover of the commercial or transport document accompanying them, for example, a Cargo Manifest, Multimodal transport document, Bill of Lading, Air Waybill or a Common Market Transit Document for Customs transit. Goods placed in a Customs warehouse shall comply with the national Customs warehouse procedure.

SECTION VI: MISCELLANEOUS PROVISIONS

Article 25: Priority to certain consignments

The Contracting Parties shall grant, at any Customs office where Customs clearance takes place during a Customs transit operation, priority to consignments consisting of live animals, perishable goods and of other urgently needed goods for which rapid transport is essential.

Article 26: Dangerous goods

Transport of dangerous goods under Customs transit shall be governed by the provisions of Protocol No.10 to this Agreement on the Handling of dangerous goods.

Article 27: Accidents

Accidents and other unforeseen events en route affecting the Customs transit operation shall be reported to, and verified by, the Customs or other competent authorities closest to the scene of the accident or other unforeseen event. In the event of an accident or imminent danger necessitating the immediate unloading in whole or in part of a means of transport the carrier may on its own initiative take such steps as may be necessary to ensure the safety of the goods being transported. The carrier shall as soon as possible thereafter inform the office of departure and the closest Customs office. The carrier will arrange where appropriate for the goods to be transferred to other means of transport in the presence of Customs authorities concerned, or any other accredited local authority. The Customs authority or such accredited authority will endorse the Common Market Transit Document with the particulars of the goods transferred to the other means of transport and where possible apply the Customs seal.

Article 28: Exemption from payment

- a. The Contracting Parties shall grant exemption from the payment of the import duties and taxes normally chargeable, when it is established to the satisfaction of the Customs authorities that goods consigned from or to the territory of another Contracting Party and being transported under Customs transit, have been destroyed or are irrecoverably lost by accident or by force majeure, or are short for reasons due to their nature.
- b. Remnants of such goods may be:
 - i. Cleared for home use in their existing state as if they had been imported in that state; or
 - ii. Re-exported; or
 - iii. Destroyed or rendered commercially valueless under Customs control without expense to the Revenue; or
 - iv. With the consent of the Customs authorities, abandoned free of all expenses to the Revenue.

Article 29: Review of the implementation of the provisions of this Protocol

Representatives of the Customs Administrations of the Contracting Parties, and of Stakeholders' Associations shall meet at least once a year or upon the request of a Contracting Party or the Authority through its Secretariat to monitor the implementation of the provisions of this Protocol.

Article 30: Acceptance of transport units

Beside transport-units approved by their own competent authorities, the Contracting Parties undertake to accept, without further approval, transport-units approved in accordance with an international instrument listed in Annex III to this Protocol, providing for the conditions and procedure for the approval of such units intended for the international transport of goods under Customs seal. The provision in Article 11, paragraph 2, relates only to the parts

of such instruments which specify conditions for approval relevant for the sealing of transport-units and does not imply any acceptance of other provisions of the instruments concerned

Annex I to Protocol No. 3

RULES APPLICABLE TO THE PREPARATION OF THE COMMON MARKET TRANSIT DOCUMENT

COMESA C-D

COMESA CUSTOMS DOCUMENT FOR IMPORTS/EXPORTS/TRANSIT/WAREHOUSING

COUNTRY
page 1 ofpages

1. Exporter/Consignor		A.N.		2. Clearance Office Code	3. Regime Code	4. Frontier Office /Port of Exit	FOR OFFICIAL USE DECLARATION NO & DATE	
				5. Manifesto No				
				6. Date Arrival/Dep.	7. AWB/B/L No.	8. Voy/Flight/Veh Reg No/Vess		
9. Importer/Consignee		A.N.		10. Total Items	11. Total Packages	12. Country of Consignment		
				13. Account holder No./Prepayment Account No.		14. Port of destination		
				15. Guarantee No.	16. Bond amount	17. Bond Security No.		
18. Declarant/Agent		A.N.		19. CWC/1st Dest.	20. Declarant References	21. Valuation method/ruling		
				22. Bank/Branch Ref.	23. Country Final Destination			
24. Mode of Transport	25. Nationality transport	26. Place of Discharge/Loading		27. Terms of Delivery	28. Terms of Payment		29. Estimated Period in Warehouse/Transit	
30. Location of Goods		31. Warehouse Code/name/Address			32. Other Information			
33. Vehicle Owner/Driver		34. Via (countries of Transit)			35. Seal Nos.	36. Total Gross Weight		
em No 01	a. Shipping Marks & Nos/ Container No.		b. CPC	c. Commodity Code		d. Net weight Kg		
	e. Goods Description		f. Currency	g. Exchange Rate	h. Invoice value	j. Customs Value		
			k. 1st Supplementary Quantity	j. Country of Origin	m. 2nd Supplementary Quantity	n. Gross weight kg		
			o. Freight	p. Insurance	q. Other Costs	r. Preceding document Ref.		
	s. Licence No.		t. Licence val/quantity	u. value/Quantity deducted	v. Type of Package	w. Number of Packages	x. Attached documents	
REVENUE INFORMATION								
y. Duty/ Tax Type	Duty/ Tax Base	aa. Rate	bb. value for Duty/Tax	cc. Duty/Tax Due	dd. Total Duty/Tax due this item	2. Attached documents		
i								
ii								
iii								
iv								
37. SUMMARY TOTALS		i	ii	iii	iv	41. Other Charges Code Amount		
38. Total This Page								
39. Other Pages								
40. Totals								
42. Grand Total (Duties, Taxes and Other Charges)						FOR OFFICIAL USE		
47. Declaration I/We.....the undersigned of(company name) being the agent/principal of(importer/exporter) do hereby declare that the information and particulars declared herein are true and complete. Signature Date Place Tel/Fax								

COMESA - CD CONTINUATION SHEET

Item No	a. Shipping Marks & Nos./ Container No.			b. CPC		c. Commodity Code		d. Net weight Kg			
e. Goods Description				f. Currency	g. Exchange Rate	h. Invoice value		j. Customs Value			
				k. 1st Supplementary Quantity		l. Country of Origin	m. 2nd Supplementary Quantity		n. Gross weight Kg		
				o. Freight		p. Insurance		q. Other Costs		r. Preceding document Ref.	
				s. Licence No.		t. Licence Val/quantity		u. Value/Quantity deducted		v. Type of Package	
REVENUE INFORMATION											
y-Duty/ Tax Type	Duty/ Tax Base	aa. Rate	bb. value for Duty/Tax		cc. Duty/Tax Due		dd. Total Duty/Tax due this item		2. Attached documents		
i											
ii											
iii											
iv											
Item No	a. Shipping Marks & Nos./ Container No.			b. CPC		c. Commodity Code		d. Net weight Kg			
e. Goods Description				f. Currency	g. Exchange Rate	h. Invoice value		j. Customs Value			
				k. 1st Supplementary Quantity		l. Country of Origin	m. 2nd Supplementary Quantity		n. Gross weight Kg		
				o. Freight		p. Insurance		q. Other Costs		r. Preceding document Ref.	
				s. Licence No.		t. Licence Val/quantity		u. Value/Quantity deducted		v. Type of Package	
REVENUE INFORMATION											
y-Duty/ Tax Type	Duty/ Tax Base	aa. Rate	bb. value for Duty/Tax		cc. Duty/Tax Due		dd. Total Duty/Tax due this item		2. Attached documents		
i											
ii											
iii											
iv											
Item No	a. Shipping Marks & Nos./ Container No.			b. CPC		c. Commodity Code		d. Net weight Kg			
e. Goods Description				f. Currency	g. Exchange Rate	h. Invoice value		j. Customs Value			
				k. 1st Supplementary Quantity		l. Country of Origin	m. 2nd Supplementary Quantity		n. Gross weight Kg		
				o. Freight		p. Insurance		q. Other Costs		r. Preceding document Ref.	
				s. Licence No.		t. Licence Val/quantity		u. Value/Quantity deducted		v. Type of Package	
REVENUE INFORMATION											
y-Duty/ Tax Type	Duty/ Tax Base	aa. Rate	bb. value for Duty/Tax		cc. Duty/Tax Due		dd. Total Duty/Tax due this item		2. Attached documents		
i											
ii											
iii											
iv											

Annex II to Protocol No. 3

MINIMUM REQUIREMENTS TO BE MET BY CUSTOMS SEALS AND FASTENINGS

Customs seals and fastenings shall meet the following minimum requirements:

1. General requirements in respect of seals and fastenings:

The seals and fastenings, together, shall:

- (a) be strong and durable;
- (b) be capable of being affixed easily and quickly;
- (c) be capable of being readily checked and identified;
- (d) not permit removal or undoing without breaking or tampering without leaving traces;
- (e) not permit use more than once;
- (f) be made as difficult as possible to copy or counterfeit.

2. Physical specification of seals:

- (a) the shape and size of the seal shall be such that any identifying marks are readily legible;
- (b) each eyelet in a seal shall be of a size corresponding to that of the fastening used, and shall be positioned so that the fastening will be held firmly in place when the seal is closed;
- (c) the material used shall be sufficiently strong to prevent accidental breakage, early deterioration (due to weather conditions, chemical action etc.) or undetectable tampering.

3. Identification marks:

The seal or fastenings, as appropriate, shall be marked:

- (a) to show that it is a Customs seal, by application of either of the words "Customs" or "Douane";
- (b) to show the country which applied the seal, preferably by means of the sign used to indicate the country of registration of motor vehicles in international traffic;
- (c) to enable the Customs office by which the seal was affixed, or under whose authority it was affixed, to be identified, for example, by means of code letters or numbers.

Annex III to Protocol No. 3

LIST OF INTERNATIONAL INSTRUMENTS PROVIDING FOR THE CONDITIONS AND PROCEDURE FOR THE APPROVAL OF TRANSPORT-UNITS

The international instruments providing for the conditions and procedures for the approval of transit units include the following:

1. Customs Convention on Containers, 18 May 1956, Geneva;
2. Customs Convention on the International Transport of goods under cover of TIR carnets (TIR Conventions), 15 January 1959, Geneva;
3. Customs Convention on Containers, 2 December 1972, Geneva;
4. Customs Convention on the International Transport of goods under cover of TIR carnets (TIR Convention), 14 November 1975, Geneva;
5. International Convention for Safe Containers, 2 December 1972, Geneva.
6. Amendments to the International Convention for Safe Containers, April 2, 1981.
7. Amendments to the International Convention for Safe Container and its Annexes, November 2, 1993.

A number of International Standards regarding freight containers exist which lay down terminology and technical specifications which may be of interest in the context of Customs clearance of containers. Some of these are mentioned below for information only:

- ISO 668-1979, Series 1 Freight containers – Classification, external dimensions and ratings;
- ISO 830-1981, Freight containers – Terminology;
- ISO 1161-1980, Series 1 Freight containers – Corner fittings – Specification;
- ISO 1496/1-1978, Series 1 Freight containers – Specification and testing

Part 1: General cargo containers;

- ISO 1496/2-1979, Series 1 Freight containers – Specification and testing

Part 2: Thermal containers;

- ISO 1496/3-1981, Series 1 Freight containers – Specification and testing

Part 3: Tank containers for liquid and gases;

- ISO 1496/5-1977, Series 1 Freight containers – Specification and testing

Part 4: Platform (container);

- ISO 1496/6C-1977, Series 1 Freight containers – specification and testing

Part 5: Platform based containers, open-sided, with complete superstructure;

- ISO 3874/1979, Series 1 Freight containers – Handling and securing;
- ISO 6346/1981, Freight containers – Coding, identification and marking;
- ISO 6359-1982, Freight containers – Consolidated data plate.

PROTOCOL NO. 4

DOCUMENTATION AND PROCEDURES

Article 1: Application

Pursuant to Section 8 of the Northern Corridor Transit and Transport Agreement, the Contracting Parties agree to apply the provisions of this Protocol related to Documentation and Procedures, which is an integral part of the Agreement.

Article 2: Content of the Protocol

This Protocol contains provisions related to the documents to be used in the Northern Corridor Transit Agreement, and to international documents and standards relevant to transit trade and interstate transport within the Northern Corridor Member States. It also lays down provisions for the procedures to be used, on the basis of other Protocols of the Agreement.

Article 3: Interpretations

For the purpose of this Protocol the following expressions shall have the meanings hereby assigned to them:

Customs Transit Declaration: Statement made in a prescribed form by which the persons interested declare goods for Customs transit and furnishes the particulars which the Customs require to be declared for the application of a Customs transit operation;

Run method: The use of a reproduction process to transfer all or part of the road transport contract, the taking charge of the goods by the road carrier, and an undertaking by him to deliver the goods in accordance with the terms of the contract;

Road Waybill: Document issued for a road transport operation giving evidence of a road transport contract, the taking charge of the goods by the road carrier, and an undertaking by him to deliver the goods in accordance with the terms of the contract.

Rail Waybill: Document issued for a railway transport operation giving evidence of a railway transport contract, the taking charge of the goods by the railway carrier, and an undertaking by him to deliver the goods in accordance with the terms of the contract.

Inland Waterways Waybill: Document issued for an inland waterways transport operation giving evidence of an inland waterways transport contract, the taking charge of

the goods by the inland waterways carrier, and an undertaking by him to deliver the goods in accordance with the terms of the contract.

Pipeline Waybill: Document issued for a pipelines transport operation giving evidence of a pipeline transport contract, the taking charge of the goods by the pipeline operator, and an undertaking by him to deliver the goods in accordance with the terms of the contract.

Multimodal Transport Document: Document which evidences a multimodal transport contract, the taking in charge of the goods by the multimodal transport operator and an undertaking by him to deliver the goods in accordance with the terms of the contract.

COMESA Regional Customs Bond Guarantee Scheme: the scheme providing a uniform basis for transit movement throughout the region, where only one guarantee is used for the transit of goods through all transited countries.

Article 4: Application of international standards

The Contracting Parties agree that any document introduced in connection with the Northern Corridor Transit and Transport Agreement shall be based:

- a) In respect of paper size, on International Standard ISO 216-1975, with preference for the size A4 (210 x 297 mm); and
- b) In respect of design principles, on International Standard ISO 3535-1974, with line spacing of 4,24 mm (1/6 in) and character spacing of 2,54 mm (1/10 in) as the basic spacing.
- c) Documents relating to the Single Customs Territory under the EAC

Article 5: Alignment to the United Nations Layout Key

The Contracting Parties agree that documents used in connection with the Northern Corridor Transit Agreement shall be aligned, to the extent possible and appropriate, with the United Nations Layout Key for Trade Documents, shown in Appendix 1 to this Protocol.

Article 6: Maritime Transport Documents

The Contracting Parties undertake to promote the use of internationally agreed simplified and non-negotiable transport documents, and to instruct the national authorities concerned to accept such documents, for example, Non-Negotiable Sea Waybills (to substitute Negotiable Bills of Lading), Single Original Bills of Lading, through Bills of lading and Blank-back forms.

Article 7: Rail Waybill

The Contracting Parties agree to accept the Rail Waybill shown in Appendix 2 to this Protocol for the inter-state and transit transport of goods by rail.

Article 8: Road Waybill

The Contracting Parties agree to accept the *Road Waybill* shown in Appendix 3 to this Protocol for the inter-state and transit transport of goods by road.

Article 9: Customs Transit Declaration

- a) The Contracting Parties agree to introduce a Customs Transit Declaration form, conforming with the Common Market Customs Document (COMESA-CD COM) and EAC Single Customs Territory Documentation, as the single Customs document required to cover Customs transit operations by any transport mode or by a combination of these modes.
- b) The Customs Transit Declaration shall be completed in English or in French in as many copies as are required for the Customs transit operation concerned.
- c) Any commercial or transport document setting out clearly the necessary particulars shall be accepted as the descriptive part of the Customs Transit Declaration.

Article 10: Documents for transport of dangerous goods

The Contracting Parties agree to accept documents established pursuant to the international conventions and agreements applicable to the transport of dangerous goods, and to promote the use of the Dangerous Goods Declaration shown in Appendix 5 to this Protocol, for the transport of dangerous goods commencing in their territories.

Article 11: Acceptance of Commercial invoices for Customs purposes

- a. Where the presentation of the commercial invoice is required in connection with the clearance of goods in transit or in interstate trade, the Contracting Parties shall accept the commercial invoice in hard copy or electronic pertaining to the consignment under transport as the sole document required for the purpose of supporting the Customs Transit Declaration.
- b. The Contracting Parties agree to implement measures, recommended by the World Customs Organization, by which they accept commercial invoices produced by any process, for example, by the one-run method or by means of computer or other automatic printers, on pre-printed forms or on plain paper provided that they are duly authenticated. They may waive the requirement for a handwritten signature on such commercial invoices.

Article 12: Presence of documents on vehicles

Copies of Customs Transit Declarations, Rail Waybills and Road Waybills and Inland Water Waybills shall be carried on the *vehicles* and shall be produced when requested by the competent authorities.

Article 13: Release of goods without presentation of original transport documents

The Contracting Parties shall allow goods to be released to the person entitled to take delivery, without requiring the presentation to Customs or other public authorities of a bill of lading or any other transport document, with the exception of cases when such authorities are responsible for goods in their custody and the production of a bill of lading, or a similar document conferring title to the goods, is required.

Article 14: Joint operational control of traffic in transit

The Contracting Parties agree to establish and operate a joint information system which, as far as practicable, shall be IT based, integrated and provide real time information, in order to exercise operational control of transit traffic, which shall include a Documents Centralization and Operations Co-ordination System for the monitoring of goods movements in ports and other places used for the transit or inter-state transport operation.

Article 15: Selective Customs examination

The Contracting Parties agree that Customs authorities shall carry out selective random controls of goods in transit at the offices of departure on the basis of the Customs Transit Declaration, on the basis of risk management principles and/or studies and information.

Article 16: Priority for traffic in transit

The Contracting Parties agree to make arrangements so that vehicles carrying goods under a Customs transit document passing through their ports and other border crossing points need not await their turn among vehicles carrying goods which are not covered by such a document, provided that physical conditions at the border points concerned permit such arrangements.

Article 17: Phytosanitary, Sanitary and Veterinary Controls

The Contracting Parties agree to co-ordinate their procedures for phytosanitary, sanitary, veterinary or similar controls, in order to avoid unnecessary delays due to repeated controls.

Article 18: Standardized Consignment identifiers

The Contracting Parties shall accept and agree to encourage the use of internationally agreed Standard Shipping Marks for identification of packages, and representation on documents, which are composed of:

- (a) Initials or abbreviated name;
- (b) Reference Number;
- (c) Destination; and
- (d) Package Number.

Article 19: Further rationalization of procedures and documentation

- a. The Contracting Parties agree to promote simplification, rationalization and harmonization of administrative procedures related to trade, transport and transit operations taking into account relevant international recommendations and standards.
- b. The Contracting Parties agree to establish, as appropriate, national facilitation bodies, whose members shall be drawn from public agencies as well as from the representatives of the stakeholders, as focal points for the co-ordination of trade facilitation at the national and international levels.

Article 20: Review of the implementation of the provisions of this Protocol

Representatives of national facilitation bodies – where those exist – or other competent bodies of the Contracting Parties shall meet at least once a year or at the request of a Contracting Party, or the Authority through its Secretariat, to monitor the implementation of the provisions of this Protocol.



LAYOUT KEY FOR TRADE DOCUMENTS

Appendix 1

Consignor (Exporter)		Date: Reference No. etc.		
Consignee		Buyer (if other than consignee) or other address		
Notify or delivery address		Country whence consigned		
		Country of Origin	Country of destination	
Transport details		Terms of delivery and payment		
Shipping Marks; Container No.	Number & kind of packages: Goods Description	Commodity No.	Gross weight	Cube
			Net quantity	Value
<i>Free disposal</i>				
			Place and date of issue; Authentication	

RAIL CONSIGNMENT NOTE

Appendice 2

1. Consignor (name, address)				FOR RAILWAY USE ONLY						
				2. Date			3. Port Release Order No.			
				4. Consignment No.						
5. Consignee (name, address)				6. Part lot of consignment No.						
				7. From			8. Code			
				9. To			15. Code			
11. Charges payable at sending station by (name, address)				12. Mileage			13. Via			
14. Cash	15. Government warrant No.	16. Deposit A/C No.	17. Ledger A/C No.	18. Wagon No(s).						
19. Names of vessel		20. Loading station		21. Railway marks						
22. Destination station		23. Siding		24. Loading date			25. Loaded by			
26. Shipping marks		27. Number and kind of packages; description of goods					28. Gross weight, kg			
29. Weight charged kg	30. Commodity code	31. For use in C.As off	32. Scale	33. Rate	34. Cash/ Government warrant	35. Ledger A/C	36. Deposit A/C	37. For use in C. A/s off.	38. U/C	39. O/C
40. To theRailways Please deliver the goods under consignment No..... to			41. Accepted on behalf of the oyTimeDate subject to the following qualifying remarks, if any.				42. CASH RECEIPT Received the sum of Shs cts in respect of freight charges.			
..... Signature of Consignee Date		 Signature of Consignor or his Agent/Representative			 For			
43. Customs form attached I/We..... the owner(a) (or agent(s) duly authorised by the owner(s)) hereby certify that the description, marks, weight and quantity of the goods are correctly entered on this consignment note.			44. DELIVERY BOOK REFERENCE OFF LOADED DATE..... TIME..... DELIVERY BOOK FOLIO			45. TRAFFIC ARRIVAL ADVICE The above-mentioned goods consigned to you have arrived and your co-operation in removing them as quickly as possible will be appreciated. Delivery Book Entry No. Date..... Time				
..... Authorized Signature					 Station Signed for Railways				

COMESA C-D

Appendix 4
COUNTRY
page 1 ofpages

COMESA CUSTOMS DOCUMENT FOR IMPORTS/EXPORTS/TRANSIT/WAREHOUSING

1. Exporter/Consignor		A.N.		2. Clearance Office Code	3. Regime Code	4. Frontier Office /Port of Exit	FOR OFFICIAL USE DECLARATION NO & DATE
				5. Manifesto No			
				6. Date Arrival/Dep.	7. AWB;B/L No.	8. Voy/Flight/Veh Reg No/Vess	
9. Importer/Consignee		A.N.		10. Total Items	11. Total Packages		12. Country of Consignment
				13. Account holder No./Prepayment Account No.			14. Port of destination
				15. Guarantee No.	16. Bond amount	17. Bond Security No.	
18. Declarant/Agent		A.N.		19. CWC/1st Dest.	20. Declarant References		21. Valuation method/ruling
				22. Bank/Branch Ref.			23. Country Final Destination
24. Mode of Transport	25. Nationality transport	26. Place of Discharge/Loading		27. Terms of Delivery	28. Terms of Payment		29. Estimated Period in Warehouse/ Transit
30. Location of Goods		31. Warehouse Code/name/Address			32. Other Information		
33. Vehicle Owner/Driver		34. Via (countries of Transit)			35. Seal Nos.	36. Total Gross Weight	
em No 01	a. Shipping Marks & Nos/ Container No.		b. CPC	c. Commodity Code		d. Net weight Kg	
e. Goods Description		f. Currency	g. Exchange Rate	h. Invoice value		j. Customs Value	
		k. 1st Supplementary Quantity		j. Country of Origin	m. 2nd Supplementary Quantity		n. Gross weight kg
		o. Freight		p. Insurance	q. Other Costs	r. Preceding document Ref.	
s. Licence No.		t. Licence val/quantity	u. value/Quantity deducted	v. Type of Package	w. Number of Packages		x. Attached documents
REVENUE INFORMATION							
y. Duty/ Tax Type	Duty/ Tax Base	aa. Rate	bb. value for Duty/Tax	cc. Duty/Tax Due		dd. Total Duty/Tax due this item	2. Attached documents
i							
ii							
iii							
iv							
37. SUMMARY TOTALS		i	ii	iii	iv	41. Other Charges Code Amount	
38. Total This Page							
39. Other Pages							
40. Totals							
42. Grand Total (Duties, Taxes and Other Charges)							FOR OFFICIAL USE
47. Declaration I/We.....the undersigned of(company name) being the agent/principal of(importer/exporter) do hereby declare that the information and particulars declared herein are true and complete.							
Signature Date Place Tel/Fax							

REVERSE OF COMESA CUSTOMS DECLARATION - COMESA - CD

<p>43. 1st Transit Country</p> <p>OFFICE OF ENTRY I have the packages specified on this declaration and found them conform to the description given that they are undamaged</p> <p>Seals <input type="checkbox"/> on means of transport <input type="checkbox"/> on package <input type="checkbox"/> intact <input type="checkbox"/> affixed</p> <p>Date, Signature, Stamp</p>	<p>OFFICE OF EXIT Means of Transport/Packages/Exported with Seals intact</p> <p>Date, Signature, Stamp</p>	
<p>44. 2nd Transit Country</p> <p>OFFICE OF ENTRY Means of Transport/Packages/Imported with Seals intact</p> <p>Additional Seals Numbers <input type="checkbox"/> <input type="checkbox"/> No Yes</p> <p>Date, Signature, Stamp</p>	<p>OFFICE OF EXIT Means of Transport/Packages export with Seals intact</p> <p>Date, Signature, Stamp</p>	
<p>45. 1st Transit Country</p> <p>OFFICE OF ENTRY Means of Transport/Packages/Imported with Seals intact</p> <p>Documents checked Additional Seals Numbers <input type="checkbox"/> <input type="checkbox"/> No Yes</p> <p>Date, Signature, Stamp</p>	<p>OFFICE OF EXIT Means of Transport/Packages/Exported with Seals intact National Transit Requirements satisfied</p> <p>Date, Signature, Stamp</p>	
<p>46. Country of Destination</p> <p>OFFICE OF ENTRY <input type="checkbox"/> Transferred to office of final Destination <input type="checkbox"/> Transit Operation Completed</p> <p>Date, Signature, Stamp</p>		<p>OFFICE OF EXIT Means of Transport/Packages/Imported with Seals intact</p> <p>Documents Checked Transit Operation Completed</p> <p>Date, Signature, Stamp</p>

ACTIVITY GRID					
Action Type	Authority	Date/Time	Computer Message or Code	Input By (Name and Initials)	Date/Time

<p>Document Examination Details</p> <p style="text-align: right;">SignatureTime, Date, Stamp</p>
<p>Goods Examination Details</p> <p style="text-align: right;">SignatureTime, Date, Stamp</p>
<p>Query & Amendment Details</p> <p style="text-align: right;">SignatureTime, Date, Stamp</p>
<p>Post Entry Adjustment Details</p> <p style="text-align: right;">SignatureTime, Date, Stamp</p>

COMESA - CD CONTINUATION SHEET

Item No	a. Shipping Marks & Nos./ Container No.			b. CPC		c. Commodity Code		d. Net weight Kg			
e. Goods Description				f. Currency	g. Exchange Rate	h. Invoice value		j. Customs Value			
				k. 1st Supplementary Quantity		l. Country of Origin	m. 2nd Supplementary Quantity		n. Gross weight Kg		
				o. Freight		p. Insurance		q. Other Costs		r. Preceding document Ref.	
				s. Licence No.	t. Licence Val/quantity	u. Value/Quantity deducted	v. Type of Package	w. Number of Packages		x. Agreement Code	
REVENUE INFORMATION											
y-Duty/ Tax Type	Duty/ Tax Base	aa. Rate	bb. value for Duty/Tax		cc. Duty/Tax Due		dd. Total Duty/Tax due this item		2. Attached documents		
i											
ii											
iii											
iv											
Item No	a. Shipping Marks & Nos./ Container No.			b. CPC		c. Commodity Code		d. Net weight Kg			
e. Goods Description				f. Currency	g. Exchange Rate	h. Invoice value		j. Customs Value			
				k. 1st Supplementary Quantity		l. Country of Origin	m. 2nd Supplementary Quantity		n. Gross weight Kg		
				o. Freight		p. Insurance		q. Other Costs		r. Preceding document Ref.	
				s. Licence No.	t. Licence Val/quantity	u. Value/Quantity deducted	v. Type of Package	w. Number of Packages		x. Agreement Code	
REVENUE INFORMATION											
y-Duty/ Tax Type	Duty/ Tax Base	aa. Rate	bb. value for Duty/Tax		cc. Duty/Tax Due		dd. Total Duty/Tax due this item		2. Attached documents		
i											
ii											
iii											
iv											
Item No	a. Shipping Marks & Nos./ Container No.			b. CPC		c. Commodity Code		d. Net weight Kg			
e. Goods Description				f. Currency	g. Exchange Rate	h. Invoice value		j. Customs Value			
				k. 1st Supplementary Quantity		l. Country of Origin	m. 2nd Supplementary Quantity		n. Gross weight Kg		
				o. Freight		p. Insurance		q. Other Costs		r. Preceding document Ref.	
				s. Licence No.	t. Licence Val/quantity	u. Value/Quantity deducted	v. Type of Package	w. Number of Packages		x. Agreement Code	
REVENUE INFORMATION											
y-Duty/ Tax Type	Duty/ Tax Base	aa. Rate	bb. value for Duty/Tax		cc. Duty/Tax Due		dd. Total Duty/Tax due this item		2. Attached documents		
i											
ii											
iii											
iv											

DANGEROUS GOODS DECLARATION

Shipper (Name & Address)		Reference number (s)	
(Reserved for text, instructions or other matter)		Name of carrier (or his agent)	
		(Reserved for text, instructions or other matter)	
Name/means of transport	Port/place of departure		
Port/place of destination			
Marks & number; Number & kind of packages; Description of goods*			Gross weight (kg) Net quantity (when required)
INDICATE: HAZARD CLASS/DIV; UN NUMBER; FLASHPOINT (in °C (when require)			
<p>* Correct TECHNICAL NAME: proprietary names alone are not sufficient</p>			
<p>Additional information</p> <p>Special information is required for (a) Dangerous Goods in Limited quantities, and (b) Radioactive substances (class 7). In certain circumstances, (c) a weathering certificate, or (d) a Container/Trailer Packing Certificate is required.</p>			
DECLARATION		Name/Status of signatory	
		Place and Date	
		Signature on behalf of Shipper	

PROTOCOL NO. 5

TRANSPORT OF GOODS BY RAIL

Article 1: Application

Pursuant to Section 9 of the Northern Corridor Transit and Transport Agreement, the Contracting Parties agree to apply the provisions of this Protocol related to transport by rail of goods in transit and in interstate trade, which is an integral part of the Agreement.

Article 2: Content of the Protocol

This Protocol governs the use by the contracting parties of the railways on their territories.

Article 3: Interpretations

For the purpose of this Protocol and in addition to the interpretations included in Article 1 of the [Northern Corridor Transit and Transport Agreement, the following expressions shall have the meanings hereby assigned to them:

Border means the point at which the lines of the Kenya Railways meet the lines of the Uganda Railways, and vice versa.

Border station means the railway station at the border;

Connecting and transit services means all railway activities required for the transfer of goods, coaches, wagons and vans, containers and loading devices from a rail carrier of one Contracting Party to a rail carrier of the other Contracting Party;

Frontier connecting line means the railway line which connects the State frontier and the interchange station;

Frontier line means the railway line which connects the State frontier and the border station;

Frontier section means Section of the railway line which connects two border stations situated on both sides of a State frontier;

Interchange station means tail ways station or rail wagon ferry terminal at which connecting and transit services are performed;

Rail and transit traffic means rail traffic proceeding between railway stations of one Contracting Party to railway stations on the territory of another Contracting Party.

SECTION I: OPERATIONAL ARRANGEMENTS

Article 4: Connecting and transit services

Connecting and transit services on railway lines connecting the territories of the Contracting Parties shall be performed at designated interchange stations.

Article 5: Standard Gauge Railways

Provisions in the agreement on the operation of the Standard Gauge Railways shall apply to this protocol or any amendments thereto.

Article 6: Border stations and interchange stations

- a. The following shall be the border stations on the rail routes open to rail transit traffic:

In Kenya:	Malaba
In Uganda:	Tororo
- b. The following shall be the interchange stations on the rail routes open to rail transit traffic:

In Kenya:	Malaba and Kisumu – Nairobi, Naivasha
In Uganda:	Kasese, Jinja and Portbell (Gulu, Pakwach)
- c. The competent authorities of the Contracting Parties may, if necessary, agree to change the frontier and interchange stations mentioned in 1 and 2 above.

Article 7: Establishment and operation of border and interchange stations

- a. Connecting and transit services shall be operated by the rail carriers of Kenya and Uganda at the border and interchange stations specified in Article 5 of this Protocol.
- b. At the border stations the rail carrier of the neighboring States shall hand over wagons, goods and documents to the rail carrier responsible for their onward movement.
- c. At the interchange stations the rail carrier concerned shall hand over, as appropriate, wagons, goods and documents to the carriers responsible for their onward movement.

Article 8: Technical inspection of rolling stock

Each Contracting Party shall hand over to the other all vehicles destined for destination beyond the border, loaded or empty, in good and running order. Any technical inspection of

these vehicles shall be in accordance with any relevant operational agreement between rail carriers of the two Contracting Parties concerned.

Article 9: Inspection of goods in rail transit traffic

Inspection of goods carried in transit by rail shall be conducted at the designated border and interchange stations by the relevant authorities of the States where the station is situated. Such inspection shall be conducted in a manner that ensures that wagons in transit are not unduly detained.

Article 10: Carriage of dangerous goods

Carriage of dangerous goods shall be governed by the provisions of Article 41 of the Agreement.

Article 11: Removal of obstacles on frontier connecting lines

Where obstacles to traffic arise on a frontier connecting line, they shall be removed by the Contracting Party in whose territory they are located. The rail carriers of the Contracting Parties shall, so far as they can and upon request, assist each other in removing obstacles to rail traffic in transit or engaged in inter-state transport of goods, in particular by providing the necessary equipment, vehicles, materials and labour, against reimbursement for the actual cost of providing such assistance, in accordance with any relevant provision of any operational agreement between the rail carriers of the two Contracting Parties concerned.

SECTION III: LIABILITY OF RAIL CARRIER

Article 12: Liability to third persons

Liability to third persons for damage occurring in transit or in interstate transport shall rest with the rail carrier that causes the damage. If it has not been proved that such damage has been caused by a particular rail carrier, liability shall rest with the rail carrier of the Contracting Party on whose territory the damage was sustained.

Article 13: Assertion of claims

The assertion of claims between the rail carriers of the Contracting Parties shall be governed by the following principles:

- a) Liability for damage caused by the fault of railway employees shall rest with the employing rail carrier;
- b) Liability for damage resulting from the unsatisfactory condition of structures and installations used for purposes of rail traffic or to ensure the safety of such traffic shall

rest with the rail carrier responsible for the maintenance and reconstruction of the structures and installations;

- c) Liability for damage resulting from the unsatisfactory technical condition of rolling stock shall rest with the rail carrier which last accepted the rolling stock for technical handling;
- d) Where damage was caused jointly by the rail carriers of both Contracting Parties or by employees of the said carriers, or where it is impossible to determine which carrier, or the employees of which carrier caused the damage or on whose territory the damage occurred, liability shall rest with the two carriers.

Article 14: Application of liability provisions

Details relating to the provisions of Article 13, as well as the method of conducting inquiries to determine the cause and extent of damage shall be regulated by agreement between the rail carriers of the Contracting Parties.

Article 15: Interpretation of provisions

Any question regarding the proper application of the provisions of this Protocol, or for amendments thereto, shall be referred to the Council of Ministers of the Authority.

PROTOCOL NO. 6

TRANSPORT OF GOODS BY ROAD

Article 1: Application

- a. Pursuant to Section 9 of the Northern Corridor Transit and Transport Agreement, the Contracting Parties agree to apply the provisions of this Protocol related to transport by road of goods in transit, which is an integral part of the Agreement, and which is divided into three separate parts.
- b. The provisions of this Protocol shall not preclude the application of the provisions of the Protocol on any Common Market instruments which the Contracting Parties are a party to, have ratified or have otherwise formally approved.
- c. In particular, the provisions of this protocol shall conform to the multilateral Cross Border Road Transport Agreement and other Model Laws and Regulations, under the EAC/COMESA/SADC Tripartite.

Article 2: Content of the Protocol

The Contracting Parties agree to apply the provisions of this Protocol to those aspects of *inter-state traffic* and traffic in transit by road connected with regulations concerning inter-state traffic and road transit transport, the technical requirements of vehicles and transport contracts and the liability of road carriers.

Article 3: Interpretations

For the purpose of this Protocol, and in addition to the interpretations included in Article 1 of the Northern Corridor Transit and Transport Agreement, the following expressions shall have the meanings hereby assigned to them:

Axle load means the actual load transmitted to the road pavement via all the wheels connected to a particular axle or axle group;

Laden weight means the actual weight of the vehicle as loaded, with crew and passengers on board;

Permissible maximum weight means the maximum weight of the laden vehicle, declared permissible by the competent authority of the State in which the vehicle is registered;

Unladen weight means the weight of the vehicle without crew, passengers or load, but with full supply of fuel and with the tools which the vehicle normally carries.

SECTION 1: REGULATIONS CONCERNING ROAD TRANSPORT

Article 4: Compliance with national law

The Contracting Parties agree that goods or vehicles engaged in inter-state traffic or in transit operations shall comply with the national laws and regulations of the Contracting Party on whose territory the operation is being carried out.

Article 5: Mutual Recognition of road licenses

- a. The Contracting Parties hereby grant to each other mutual recognition of road licenses issued by their respective road transport licensing authorities.
- b. A vehicle bearing a valid road license issued by a road licensing authority of any of the Contracting Parties shall have the right of entry into the territory of any of the other Contracting Parties while it is engaged in inter-state transport or in transit traffic of goods by road.

Article 6: Certification of Fitness

- a. Road Licenses shall be issued by the competent authority of each Contracting Party concerned.
- b. Road Licenses shall be granted for vehicles which have been officially inspected, and for which a Certificate of Fitness, or corresponding document, has been issued by the competent certifying body in the country where the vehicle is registered.

Article 7: Competent authorities

The authorities competent to issue Road Licenses are:

In Burundi:

Ministry responsible for Transport, jointly with Ministry responsible for Finance;

In Kenya:

Ministry responsible for Transport, jointly with Ministry responsible for Finance;

In Rwanda:

Ministry responsible for Transport, jointly with Ministry responsible for Finance;

In Uganda:

Ministry responsible for Transport, jointly with Ministry responsible for Finance;

In the Democratic Republic of Congo:
Ministry responsible for Transport, jointly with Department responsible for Finance.

In the Republic of South Sudan:
Ministry responsible for Transport, jointly with Department responsible for Finance

Article 8: COMESA Carrier License

The Contracting Parties hereby agree that vehicles bearing the COMESA Carrier License issued in accordance with the provisions of the Treaty for the establishment of the Common market for Eastern and Southern Africa and its Protocols regarding road transport shall have the right of entry into their respective territories while engaged in inter-state transport or in transit traffic on the same terms as vehicles licensed by the respective national licensing authorities.

Article 9: Contents and form of Road License

Road Licenses shall include the following particulars:

- registration number of the vehicle;
- name and address of the registered owner;
- date of expiry of the License;
- Any particular conditions under which the License has been issued.

Article 10: Priority to certain consignments

The Contracting Parties agree, as far as possible, to grant priority to consignments of live animals, of perishable goods and of other urgently needed goods for which rapid transport is essential.

Article 11: Carriage of dangerous goods and of perishable goods

- a. Carriage of dangerous goods shall be governed by the provisions in Article 47 of the Northern Corridor Transit Agreement and in Protocol 7 to same Agreement.
- b. Carriage of perishable goods shall be governed by the provisions in Article 48 of the Northern Corridor Transit and Transport Agreement.

Article 12: Infringements

In the event of any infringement in the territory of one of the Contracting Parties of the provisions of this Protocol related to Regulations concerning inter-state or transit transport by road, the competent authority of that Contracting Party may, if it considers it necessary, take appropriate measures under its national laws and regulations and notify the competent authority of the Contracting Party in which the vehicle is registered of the measures taken.

Article 13: Further facilitation efforts

In accordance with the provisions in Article 85(i) of the Treaty for the establishment of a Common Market for Eastern and Southern Africa, the Contracting Parties agree to pursue efforts towards gradually eliminating regulations, procedure and documents which affect interstate and transit transport by road.

SECTION II: TECHNICAL REQUIREMENTS FOR ROAD VEHICLES

Article 14: Acceptance of vehicles

The Contracting Parties shall admit vehicles which fulfill the technical requirements applied in the territories of other Contracting Parties where the vehicles are registered and which possess a Certificate of Fitness, or corresponding document, issued by the competent certifying body in the country of registration.

Article 15: Adaptation of vehicles for Customs transit

Vehicles intended to be used for international carriage of goods by road under this Protocol shall be constructed so as to meet the requirements for carriage under Customs transit, as laid down in Section 7 on Customs Control, of the Northern Corridor Transit Agreement.

Article 16: Maximum axle load and gross vehicle weights

- a. The maximum permissible axle loads, applicable to axles with four wheel per axle, shall be those specified under the EAC/COMESA/SADC Tripartite from time to time. The current permissible limits are specified in the table below:

Table 1: Tripartite Permissible Axle Limits

Steering Axle	Single Axle	Single Tyres	8,000 kg
Non-Steering Axle	Single Axle	Single Tyres	8,000 kg
		Dual Tyres	10,000 kg
	Tandem Axle Unit	Single Tyres	16,000 kg
		Dual Tyres	18,000 kg
	Tridem Axle Unit	Single Tyres	24,000 kg
		Dual Tyres	24,000 kg

- b. The total maximum laden weight of any vehicle shall in no case exceed 56 tonnes.

Article 17: Maximum dimensions of vehicles

The dimensions of vehicles used for the carriage of goods in transit shall not exceed:

As regards widths: 2.65m

As regards heights: 4.2m

As regards lengths:

- for rigid chassis vehicles: 12m
- for articulated vehicles: 18.5m
- for truck and drawbar trailer combinations: 22m.

Article 18: Implementation

The Contracting Parties agree that the implementation of rules regarding the weights, dimensions and other technical standards of vehicles stipulated in this Protocol shall not preclude the application of rules resulting from the provisions of Article 85 of the Treaty establishing a Common Market for Eastern and Southern Africa.

SECTION III: TRANSPORT CONTRACT AND LIABILITY OF ROAD CARRIERS

Article 19: Declaration

The Contracting Parties, having recognized the desirability of standardizing the conditions governing the contract for the international carriage of goods by road, particularly with respect to the documents used for such carriage and to the carriers' liability, agree that the following provisions shall apply for inter-state road and traffic in transit by road on their respective territories.

Article 20: Conclusion of the contract of carriage

- a. The contract of carriage shall be confirmed by the making out of a Consignment note.
- b. The Consignment note shall be made out in three or more original copies signed by the sender or his agent and by the carrier. These signatures may be printed or replaced by the stamps of the sender and the carrier if the law of the country in which the Consignment note has been made out so permits. The first copy shall be handed to the sender, the second shall accompany the goods and the third shall be retained by the carrier and the rest as required.
- c. When the goods which are to be carried have to be loaded in different vehicles, or are of different kinds or are divided into different lots, the sender or the carrier shall have the right to require a separate Consignment Note to be made out for each vehicle used, or for each kind or lot of goods.

Article 21: Provisions of the Consignment Note

- a. The Consignment note shall contain the following particulars:
 - i. The date of the Consignment Note and the place at which it is made out;
 - ii. The name and address of the sender;
 - iii. The name and address of the carrier;

- iv. The place and the date of taking over of the goods and the place designated for delivery;
 - v. The name and address of the consignee;
 - vi. The description in common use of the nature of the goods and the method of packing, and, in the case of dangerous goods, their generally recognized description;
 - vii. The number of packages and their special marks and numbers;
 - viii. The gross weight of the goods or their quantity otherwise expressed;
 - ix. Charges relating to the carriage (carriage charges, supplementary charges, Customs duties and other charges incurred from the making of the contract to the time of delivery);
 - x. The requisite instructions for Customs and other formalities;
 - xi. A statement that the carriage is subject notwithstanding any clause to the contrary, to the provisions of this Protocol;
- b. Where applicable, the Consignment note shall also contain the following particulars:
- i. A statement that transshipment is not allowed;
 - ii. The charges which the sender undertakes to pay;
 - iii. The amount of "cash on delivery" charges;
 - iv. A declaration of the value of the goods and the amount representing special interest in delivery;
 - v. The sender's instructions to the carrier regarding insurance of the goods;
 - vi. The agreed time-limit within which the carriage is to be carried out;
 - vii. A list of the documents handed to the carrier.
- c. The parties may enter in the Consignment note any other particulars which they may deem useful.

Article 22: Liability of sender

- a. The sender shall be responsible for all expenses, loss and damage sustained by the carrier by reason of the inaccuracy or inadequacy of any of the particulars or instructions given by him to enable the Consignment Note to be made out or for the purpose of their being entered herein.
- b. If, at the request of the sender, the carrier enters in the Consignment Note the particulars referred to in paragraph 1.a. above, he shall be deemed, unless the contrary is proved, to have done so on behalf of the sender.
- c. If the Consignment Note does not contain the statement specified in 4.k. above, the carrier shall be liable for all expenses, loss and damage sustained through such omission by the person entitled to dispose of the goods.

Article 23: Liability of the carrier

The carrier shall be liable for the total or partial loss of the goods and for damage thereto occurring between the time when he takes over the goods and the time of delivery, as well as for any delay in delivery.

Article 24: Discharge of carrier's liability

- a. The carrier shall however be relieved of liability if the loss, damage or delay was caused by the wrongful act or neglect of the claimant, by the instructions of the claimant given otherwise than as the result of a wrongful act or neglect on the part of the carrier, by inherent vice of the goods or through circumstances which the carrier could not avoid the consequences of which he was unable to prevent.
- b. The carrier shall not be relieved of liability by reason of the defective condition of the vehicle used by him in order to perform the carriage, or by reason of the wrongful act or neglect of the person from whom he may have hired the vehicle or of the agents or servants of the latter.
- c. The carrier shall be relieved of the liability when the loss or damage arises from the special risks inherent in one or more of the following circumstances:
 - i. Use of open unsheeted vehicles, when their use has been expressly agreed and specified in the Consignment Note;
 - ii. The lack of, or defective condition of packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;
 - iii. Handling, loading stowage or unloading of the goods by the sender, the consignee or persons acting on behalf of the sender or the consignee;
 - iv. The nature of certain kind of goods which particularly exposes them to total or partial loss or damage, especially through breakage, rust, decay, desiccation, leakage, normal wastage, or the action of moth or vermin;
 - v. Insufficiency or inadequacy of marks or numbers of the packages;
 - vi. The carriage of livestock.
- d. Where under this Article the carrier is not under any liability in respect of some of the factors causing the loss, damage, or delay, he shall only be liable to the extent that those factors for which he is liable under this Article have contributed to the loss, damage or delay.

Article 25: Burden of proof

- a. The burden of proof concerning loss, damage or delay shall rest upon the carrier.
- b. When the carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the special risk referred to in Article 24, paragraph 3, it shall be presumed that it was so caused. The claimant shall however be entitled to prove that the loss or damage was not, in fact, attributable either wholly or partly to one of these risks.

- c. This presumption shall not apply in the circumstances set out in Article 24, paragraph 3 a., if there has been an abnormal shortage, or a loss of any package.
- d. If the carriage is performed in vehicles specially equipped to protect the goods from the effects of heat, cold, variations in temperature or the humidity of the air, the carrier shall not be entitled to claim the benefit of Article 24, paragraph 3 (d), unless he proves that all steps incumbent on him in the circumstances with respect to the choice, maintenance and use of such equipment were taken and that he complied with any special instructions issued to him.
- e. The carrier shall not be entitled to claim the benefit of Article 24, paragraph 3.f., unless he proves that all steps normally incumbent on him in the circumstances were taken and that he complied with any special instructions issued to him.

Article 26: Liability in case of delay in delivery

- a. Delay in delivery shall be said to occur when the goods have not been delivered within the agreed time-limit or when, failing an agreed time-limit, the actual duration of the carriage having regard to the circumstances of the case, and in particular, in the case of partial loads, the time required for making up a completed load in the normal way, exceeds the time it would be reasonable to allow a diligent carrier.
- b. The fact that goods have not been delivered within thirty days following the expiry of the agreed time-limit, shall be conclusive evidence of the loss of the goods, and the person entitled to make a claim may thereupon treat them as lost.
- c. The person so entitled may, on receipt of compensation for the missing goods, request in writing that he shall be notified immediately should the goods be recovered in the course of compensation. He shall be given a written acknowledgement of such request.
- d. Within the thirty days following receipt of such notification, the person entitled as aforesaid may require the goods to be delivered to him against payment of the charges shown to be due on the consignment note and also against refund of the compensation, he received less any charges included therein but without prejudice to any claims to compensation for delay in delivery.
- e. In the absence of the request mentioned in paragraph 3 above, or any instructions given within the period of thirty days specified in paragraph 4, or if the goods are not recovered until more than one year after the payment of compensation, the carrier shall be entitled to deal with them in accordance with the law of the place where the goods are situated.

Article 27: Compensation in case of loss or delay in delivery

- a. When, under the provisions of this Protocol, a carrier is liable for compensation in respect of total or partial loss of goods, such compensation shall be calculated by

reference to the value of the goods at the place and time at which they were accepted for carriage.

- b. The value of the goods shall be fixed according to the commodity exchange price or, if there is no such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to the c.i.f. value.
- c. Compensation shall not, however, exceed 1300 Special Drawing Rights per lorry load, or a sum at the rate of 330 Special Drawing Rights per metric ton on the gross weight of the goods, whichever is less.
- d. In addition, the carriage charges, Customs duties and other charges incurred in respect of the carriage of goods shall be refunded in full in case of total loss and in proportion to the loss sustained in case of partial loss, but no further damages shall be payable.
- e. In the case of delay, if the claimant proves that damages have resulted therefrom the carrier shall pay compensation for such damage not exceeding the carriage charges.
- f. Higher compensation may only be claimed where the value of the goods or a special interest in delivery has been declared in accordance with Article 28 and 30.

Article 28: Compensation in case of higher value for the goods

The sender may, against payment of a surcharge to be agreed upon, declare in the Consignment note a value for the goods exceeding the limit laid down in Article 23, paragraph 3, and in that case the amount of the declared value shall be substituted for that limit.

Article 29: Liability in case of damage to the goods

In case of damage, the carrier shall be liable for the amount by which the goods have diminished in value, calculated by reference to the value of the goods fixed in accordance with Article 26, paragraphs a, b, and d.

- a. The compensation may not, however, exceed:
 - i. If the whole consignment has been damaged, the amount payable in case of total loss;
 - ii. If part only of the consignment has been damaged, the amount payable in the case of loss of the part affected.

Article 30: Rate of interest in delivery in the case of damage

- a. The sender may, against payment of a surcharge to be agreed upon, fix the amount of a special interest in delivery in the case of loss or damage or of the agreed time-limit being exceeded, by entering such amount in the Consignment note.

- b. If a declaration of a special interest in delivery has been made, compensation for the additional loss or damage proved may be claimed up to the total amount of the interest declared, independently of the compensation provided for in Article 27, 28 and 29.

Article 31: Rate of interest on compensation

- a. The claimant shall be entitled to claim interest on compensation payable. Such interest, calculated in reference to the prevailing rates of interest, shall accrue from the date on which the claim was sent in writing to the carrier or, if no such claim has been made, from the date on which legal proceedings were instituted.
- b. When the amounts on which the calculation of the compensation is based are not expressed in the currency of the country in which payment is claimed, conversion shall be at the rate of exchange applicable on the day and at the place of payment of compensation.

PROTOCOL NO. 7

INLAND WATERWAYS TRANSPORT OF GOODS

Article 1: Application

Pursuant to Article 38 of the Northern Corridor Transit and Transport Agreement, the Contracting Parties agree to apply the provisions of this Protocol related to inland waterways transport of goods, which is an integral part of the Agreement.

Article 2: Contents of the Protocol

The contracting parties agree to apply the provisions of this protocol relating to the transport and transit of goods in inland waterways in transportation of goods in their territories.

Article 3: Interpretations

For the purpose of this Protocol and in addition to the interpretations included in Article 1 of the Northern Corridor Transit and Transport Agreement, the following expressions shall have the meanings hereby assigned to them:

Waterways means a lake, a river or a canal which is navigable for the transport of persons, goods and means of transportation on a regular and commercial basis.

Article 4: Navigable waters

For the application of this Protocol, the Contracting Parties agree that there are declared to be navigable all parts of a natural or artificial waterway, including lakes, which are naturally navigable which separate or traverse different States, and permits its use for international traffic. Contracting parties shall designate such waterways and their ports, to be used for purposes of transit and interstate trade and transport.

Article 5: Equal treatment

- a. In navigating the waterways referred above, the nationals, property and flags of the Contracting Parties shall be accorded equal treatment.
- b. The Contracting States agree that there shall be no exclusive right of navigation for the transport of persons, goods and means of transport for the riparian States exercising sovereignty or authority on part or on the whole of the waterways.

- c. The Contracting States agree that no exclusive right of navigation and carriage of interstate or transit traffic shall be granted to a carrier, whether private or government-owned or government controlled.
- d. The provisions of subparagraphs 1 to 3 of this Article do not preclude the right and duty of the contracting State exercising sovereignty on the waterways, to take the necessary measures supported by the necessary laws and regulations regarding public order, public security, public safety, public health and other related matters under their jurisdiction.

Article 6: Ports

- a. The nationals, property and flags of all the contracting Parties shall, in all ports situated in a navigable waterway, enjoy and charges, treatment equal to that accorded to the national property and flag of the contracting Party under whose jurisdiction the port is situated.
- b. The equipment of ports situated on a navigable waterway, and the facilities afforded in these ports for navigation and transport, shall not be withheld from public use to the extent in compatible with the free exercise of navigation and transport.

Article 7: Duties of Contracting Parties

- a. The Contracting Parties agree that each contracting Party is bound to refrain from all measures likely to prejudice the navigability of the waterway, or to reduce the facilities for navigation, and, to take expeditiously take steps to remove any obstacles which may occur to navigation and transport.
- b. If such navigation and the needs of transport require regular maintenance of the waterway, each of the contracting Parties is bound as towards the others, to take such steps and to execute such works on its territory as are necessary for the purpose of keeping such waterways navigable.
- c. In the absence of an agreement to the contrary, any contracting Party shall have the right to demand from the other contracting party a reasonable contribution towards the cost of upkeep of the waterway.

Article 8: Navigation Dues

The Contracting Parties agree that dues levied on waterways shall be intended solely to cover the costs of maintaining and improving the navigability of such waterways or to meet expenditure made in the interest of navigation.

Article 9: Boats and other craft

- a. The Contracting Parties undertake to ensure that vessels used on their inland waterways for interstate and transit transport are manned by qualified and competent masters and crew in accordance with applicable national or international regulations.
- b. The Contracting Parties undertake to institute annual surveys and inspection of craft and other vessels involved in inland waterway navigation with a view to ascertain their condition and assessing what needs to be done to improve their condition to make them seaworthy.
- c. The Contracting Parties undertake to ensure that vessels used on their inland waterways for interstate and transit transport are manned by qualified and competent masters and crew in accordance with applicable national or international regulations.

PROTOCOL NO. 8

TRANSPORT BY PIPELINE

Article 1: Application

Pursuant to section 9, Article 39 (c) of the Northern Corridor Transit and Transport Agreement the Contracting Parties agree to apply the provisions of this Protocol, which is an integral part of the Agreement, related to transport of petroleum products through the pipeline.

Article 2: Content of the Protocol

The Contracting parties agree to apply the provisions of this Protocol in the pipeline transport.

Article 3: Interpretations

For the purposes of this Protocol, and in addition to the interpretations included in Article 1 of the Northern Corridor Transit and Transport Agreement, the following expressions shall have the meanings hereby assigned to them:

Delivery and Redelivery Point means the geographical location where the metering station is installed and or metering is effectuated for measuring the quantity and quality of the Petroleum Product to comply with custody and or title transfers at the inlet and outlet flanges of the Petroleum Product Transport Facilities.

Petroleum Product Transport Facility means a pipeline system in its entirety or sections thereof, whether already existing or to be constructed owned, acquired, operated or disposed of for the transportation of petroleum products including crude oil pipeline.

Petroleum means the naturally occurring mineral oil consisting essentially of many types of hydrocarbons.

Petroleum Product means a hydrocarbon product substantially derived from petroleum and conforming to established industry quality specifications.

Kenya-Uganda Oil Product Pipeline means Petroleum Product Transport Facilities, related appurtenances and all below and above ground installations and auxiliary equipment, together with all associated loading, unloading, pumping, compressing, measuring, testing and metering facilities, communications, telemetry and similar

equipment, all pig launching and receiving facilities, cathodic protection devices and equipment, all monitoring posts, markers and sacrificial anodes, all port, terminal ling, storage and related installations, all marine jetties and similar facilities, and all associated physical assets and appurtenances (including roads and other means of access and operational support) required from time to time for the proper functioning of Petroleum Product Transport Facilities comprising an integrated system, inter alia, traversing, for the time being, the territories of Kenya and Uganda and which is suitable for the Transportation of Oil Product.

Kenya-Uganda Oil Product Pipeline Trajectory shall mean the path via which Petroleum Product is transported in the Kenya-Uganda Oil Product Pipeline.

Pipeline means, for the time being, the Kenya-Uganda Oil Product Pipeline which is to be constructed as a joint venture between Kenya and Uganda.

Shipper shall mean any such party that has an arrangement for Petroleum Product transportation services through Kenya-Uganda Oil Product Pipeline system and each and any of its respective successors and assignees in respect of such rights.

Transportation Agreement shall mean any Agreement concluded between Parties or between Parties and their customers with the aim and objective of Transportation of Oil Product through the Petroleum Product Transport Facilities.

Transportation Loss shall mean a loss (save losses for which the Project Investor is reimbursed from any insurances and compensated for by third party owners and/or operators of the Petroleum Product Transport Facilities) incurred during the Transportation of Petroleum Product between any Delivery Point and Redelivery Point of Petroleum Product Transport Facilities that is measured to be in excess of the agreed loss allowance for the Kenya-Uganda Oil Product Pipeline.

Article 4: Obligations to ensure uninterrupted flow and to remove causes of delay

- a. The Contracting Parties through whose territories the oil pipeline traverses agree that they shall put in place mechanisms which facilitate uninterrupted flow of petroleum products through the pipeline.
- b. The Contracting Parties agree that they shall put in place measures which shall prevent the interruption or the curtailment of the secure, efficient and unimpeded transport of oil through the pipeline, or delays due to procedures and other administrative measures.

Article 5: Title

Each contracting party through whose territories the oil pipeline traverses acknowledges and agrees that title to all petroleum product flowing through the pipeline shall remain vested in the shipper in accordance with their commercial agreements, and the Contracting

Parties shall not claim nor allow others to claim on its behalf title to the petroleum products flowing through the Pipeline.

Article 6: Personnel

- a. The Contracting Parties agree that then shall put in place machinery for the safety and security of all personnel within their territory associated with the pipeline and all petroleum products flowing within its territory.
- b. The Contracting Parties agree that, subject to the enforcement of applicable immigration, customs, criminal and other laws, ensure the right of access and free movement to and from its territory and the Pipeline for the personnel employed on the operation and maintenance of the Pipeline.

Article 7: Monitoring and Inspection

- a. In order to ensure compliance by the owners, operators or other person or company involved in pipeline operations, with internationally acceptable health, environment and safety standards and related national laws and regulations, the Contracting Parties agree to consult and to take all necessary steps to ensure compliance including the designation and appointment of inspectors whose powers in relation to the parts of the Pipeline located in the territories of the other Parties shall be as laid down in this Protocol.
- b. The Contracting Parties agree to provide access for inspectors, including access to the inspectors of another Party, to the Pipeline and to provide all relevant information affecting the interest of another Party regarding the Pipeline on mutually acceptable terms and conditions.
- c. The inspectors of each Party shall act in cooperation and consult with the inspectors of the other Parties with a view to achieving uniform compliance with the health, environment and safety standards as agreed for the Pipeline. An inspector of one Party, may, with regard to the part of the Pipeline located in the territory of any other Party, request an inspector of the other Party to exercise his or her powers to ensure compliance, whenever it appears that circumstances so warrant.
- d. In the event of any disagreement between the inspectors of the Parties or the refusal of the inspector of one Party to take action at the request of the inspector of one of the other Parties, the matter shall, in the first instance, be dealt with in accordance with the conflict avoidance and dispute resolution mechanisms set out in the Agreement for the construction and operation of the Pipeline between the Parties of Kenya and Uganda.

Article 8: Insurance and Liability.

- a. The Contracting Parties shall ensure that there is in place a comprehensive regime for liability including but not limited to environmental liability, contract liability and liability

to third parties and for adequate and prompt compensation for damage resulting from activities related to the Pipeline.

- b. Each contracting party shall ensure that there is in place duly certified insurances adequate for the risks associated with the activities related of the Pipeline within its territory.

PROTOCOL NO. 9

MULTIMODAL TRANSPORT OF GOODS

Article 1: Application

- a. Pursuant to Article 40 (a) of the Northern Corridor Transit and Transport Agreement, the Contracting Parties agree to apply the provisions of this Protocol related to multimodal transport of goods, which is an integral part of the Agreement, and which is divided into three separate parts.
- b. The Contracting Parties agree that when a multimodal contract has been concluded in one of their countries for goods to be taken charge of in one of these countries, application of the provisions of this Protocol and its Annex shall be mandatory.
- c. The provisions of this Protocol shall not preclude the application of the provisions of any Common Market for Eastern and Southern Africa instrument to which the Contracting Parties are a party or which they have ratified or otherwise formally approved.
- d. The Contracting Parties agree that the provisions of this Protocol shall not preclude the application of the provisions of any international multimodal transport contract concluded in a country other than one of the Contracting Parties.
- e. Nothing in this Protocol will affect the right of a consignor to choose between multimodal transport and fragmented transport.
- f. This Protocol shall not affect the application of any international convention or national law on regulation and control of transport operations.
- g. Nothing in this Protocol shall prevent the application of provisions in the multimodal transport contract or of national law regarding the adjustment of general average, if and to the extent applicable.

Article 2: Content of the Protocol

The contracting parties agree to apply the provisions of this protocol on the use of multimodal transport of goods within their territories and in transit on their territories.

Article 3: Interpretations

For the purpose of this Protocol the following expressions shall have the meanings hereby assigned to them.

International multimodal transport means the carriage of goods by at least two different modes of transport on the basis of a multimodal transport contract from one place in a country where the goods are taken charge of to a place in another country designated for delivery.

Multimodal transport contract means a contract under which a multimodal transport operator undertakes under payment of freight, to perform or to procure the performance of multimodal transport

Multimodal transport operator means a person who on his own behalf or through another person acting on his behalf concludes a multimodal transport contract and who acts as a principal, not as an agent or on behalf of the consignors or of the carriers participating in the international multimodal transport operation, and who assumes responsibility for the performance of the contract.

Multimodal Transport Document means a document giving evidence of a multimodal transport contract, of the taking of charge of goods to be transported, of the particulars of these goods and of the commitment to deliver them in accordance with the provisions of the contract.

Consignor means any person by whom or in whose name or on whose behalf a multimodal transport contract has been concluded with the multimodal transport operator, or any person by whom or in whose name or on whose behalf the goods are actually delivered to the multimodal transport operator in relation to the multimodal transport contract.

Consignee means any person entitled to take delivery of the goods.

Goods include any container, pallets, or similar article of transport or packaging if supplied by the consignor.

Mandatory national law means any statutory law concerning the carriage of goods, the provisions of which cannot be altered by contractual stipulation to the detriment of the consignee.

Delivery means the handing over of the goods to the consignee, or the placing of the goods at the disposal of the consignee in accordance with the multimodal contract or with the law or usage of the particular trade applicable at the place of delivery, or the handing over of the goods to an authority or to a third party to whom, pursuant to the laws or regulations applicable at the place of delivery, the goods must be handed over.

Article 4: Contractual stipulations

- a. When recourse to the rules set in this Protocol is mandatory, any stipulation in a multimodal transport contract or multimodal transport document shall be null and void to the extent that it derogates, directly or indirectly, from the provisions of this Protocol.
- b. The nullity of such a stipulation shall not affect the validity of other provisions of the contract or document of which it forms a part.
- c. A clause assigning benefit of insurance of the goods in favour of the multimodal transport operator or any similar clause shall be null and void.
- d. Notwithstanding the provisions of paragraph 1 of this article, the multimodal transport operator may, with the agreement of the consignor, increase his responsibilities and obligations under this Protocol.

SECTION I – DOCUMENTATION

Article 5: Issuance of multimodal transport document

- a. The multimodal transport operator, when taking charge of the goods for multimodal transport, shall issue a multimodal transport document which, at the option of the consignor, shall be either negotiable or non-negotiable.
- b. The multimodal transport operator or its authorized representative shall sign the multimodal transport document.
- c. The signature on the multimodal transport document may be in handwriting, printed in facsimile, perforated, stamped, in symbols, or made by any other mechanical or electronic means, if not inconsistent with the law of the country where the multimodal transport document is issued.
- d. If the consignor so agrees, a non-negotiable multimodal transport document may be issued by making use of any mechanical, electronic, internet, or other means preserving a record of the particulars stated in Article 4 to be contained in the multimodal transport document. In such a case the multimodal transport operator, after having taken charge of the goods, shall deliver to the consignor a readable document containing all the particulars so recorded, and such document shall for the purposes of the provisions of this Protocol be deemed to be a multimodal transport document.

Article 6: Negotiable multimodal transport document

- a. A negotiable multimodal transport document shall be made out to order or to bearer. If made out to order it shall be transferable by endorsement. If made out to bearer it shall be transferable without endorsement.

- b. If the document comprises a set of more than one original, it shall indicate the number of originals in the set. Any copy issued shall be non-negotiable and marked as such.
- c. Goods shall be delivered only against surrender of the original or one of the originals of the negotiable multimodal transport document duly endorsed where necessary and such delivery made in good faith shall discharge the multimodal transport operator.

Article 7: Non-negotiable multimodal transport

Any non-negotiable multimodal transport document shall indicate a named consignee to whom the goods shall be delivered against discharge of the multimodal transport operator.

The multimodal transport document shall contain the following particulars:

- (a) The general nature of the goods;
- (b) The leading marks necessary for identification of the goods;
- (c) An express statement, if applicable, as to the dangerous character of the goods;
- (d) The number of packages or pieces;
- (e) The gross weight of the goods or their quantity otherwise expressed;
- (f) The apparent condition of the goods;
- (g) The name and principal place of business of the multimodal transport operator;
- (h) The name of the consignor;
- (i) The consignee, if named by the consignor;
- (j) The place and date of taking charge of the goods by the multimodal transport operator;
- (k) The place of delivery of the goods;
- (l) The date or the period of delivery of the goods at the place of delivery, if expressly agreed upon between the parties;
- (m) A statement indicating whether the multimodal transport document is negotiable or non-negotiable;
- (n) The place and date of issue of the multimodal transport document;
- (o) The signature of the multimodal transport operator or of a person having authority from him;
- (p) The freight for each mode of transport, if expressly agreed between the parties, or the freight including its currency, to the extent payable by the consignee or other indication

that freight is payable by him;

- (q) The intended journey route, modes of transport and places of transshipment, if known at the time of issuance of the multimodal transport document;
- (r) Any other particulars which the parties may agree to insert in the multimodal transport document, if not inconsistent with the law of the country where the multimodal transport document is issued.

The absence from the multimodal transport document of one or more of the particulars enumerated above shall not affect the legal character of the document as a multimodal transport document provided that it nevertheless meets the requirements set out in its definition in Article 1 of this Protocol.

Article 8: Reservations in the multimodal transport document

The multimodal transport operator, who has knowledge of inaccuracies or has doubts on the accuracy of the particulars notified to him when taking charge of the goods and has no means of verification or confirmation, may insert in the multimodal transport document reservations specifying these inaccuracies, grounds of doubts and suspicion or the absence of reasonable means of checking.

Article 9: Evidentiary effect of the multimodal transport document

Except for particulars in respect of which and to the extent to which a reservation has been entered in accordance with the provisions of article 5 above:

- (a) The multimodal transport document shall be prima facie evidence of the taking charge by the multimodal transport operator of the goods as described therein; and
- (b) Proof to the contrary by the multimodal transport operator shall not be admissible if the multimodal transport document, issued as negotiable, has been transferred to a third party, including a consignee, who has acted in good faith in reliance on the description of the goods therein.

Article 10: Liability for intentional misstatements or omissions

The multimodal transport operator who, with intent to defraud, gives in the multimodal transport document false information concerning the goods or omits any particular information required or necessary to be included under the provisions of this Protocol or of any other valid instrument or under the rules of professional practice and usage, shall be liable, without the benefit of the limitation of liability provided for in this Protocol, for any loss, damage or expenses incurred by a third party, including a consignee, who acted in reliance on the description of the goods in the multimodal transport document.

Article 11: Guarantee by the consignor

- a. The consignor shall be deemed to have guaranteed to the multimodal transport operator the accuracy, at the time the goods were taken charge of by the multimodal transport operator, of particulars relating to the general nature of the goods, their marks, number, weight and quantity, if applicable, their dangerous nature, and any other necessary information furnished by him for insertion in the multimodal transport document.
- b. The consignor shall indemnify the multimodal transport operator who has relied on information furnished against loss resulting from inaccuracies in or inadequacies of the particulars referred to in paragraph 1 of this article. The consignor shall remain liable even if the multimodal transport document has been transferred to him. The right of the multimodal transport operator to such indemnity shall in no way limit his liability under the multimodal transport contract to any person other than the consignor.

Article 12: Other documents

The issue of the multimodal transport document does not preclude the issue, if necessary, of other documents relating to transport or other services involved in international multimodal transport, in accordance with applicable international conventions or national law. However, the issue of such other documents shall not affect the legal character of the multimodal transport document.

SECTION II– LIABILITY

Article 13: Period of responsibility

Under this Protocol, the multimodal transport operator is responsible for the goods from the time he has taken them in his charge to the time of their delivery.

Article 14: The liability of the multimodal transport operator for his servants, agents and other persons

The multimodal transport operator shall be responsible for the acts and omissions of his servants or agents, when any such servant or agent acts within the scope of his employment, or of any other person of whose services he makes use for the performance of the multimodal transport contract, as if such acts and omissions were his own.

Article 15: Delivery of goods to the consignee

The multimodal transport operator undertakes to perform or to procure the performance of all acts necessary to ensure delivery of the goods;

- a. when the multimodal transport document has been issued as negotiable “to bearer”, to the person surrendering one original of the document; or

- b. when the multimodal transport document has been issued as negotiable "to order", to the person surrendering one original of the document duly endorsed; or
- c. when the multimodal transport document has been issued as negotiable to a named person, to that person upon proof of his identity and surrender of one original document; if such document has been transferred "to order" or in blank the provisions of b) above apply; or
- d. when the multimodal transport document has been issued as non-negotiable, to the person named as consignee in the document upon proof of his identity; or
- e. when no document has been issued, to a person as instructed by the consignor or by a person who has acquired the consignor or the consignee's rights under the multimodal transport contract to give such instructions.

Article 16: Basis of liability

- a. Subject to the defences set forth in this Protocol, the multimodal transport operator shall be liable for loss or damage to the goods, as well as for delay in delivery, if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge, unless the multimodal transport operator proves that no fault or neglect of his own, his servants or agents or any other person acting on his behalf has caused or contributed to the loss, damage or delay in delivery and that himself, his servants, agents and /or persons referred to above took all measures that could reasonably be required to avoid the occurrence of the loss or damage and its consequences.
- b. However, the multimodal transport operator shall not be liable for loss following from delay in delivery unless the consignor has made a declaration of interest in timely delivery which has been accepted by the multimodal transport operator.

Article 17: Delay in delivery

Delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or, in the absence of such agreement, within the time which it would be reasonable to require of a diligent multimodal transport operator, having regard to the circumstances of the case.

Article 18: Conversion of delay into final loss

If the goods have not been delivered within 90 consecutive days following the date of delivery, the claimant may, in the absence of evidence to the contrary, treat the goods as lost.

Article 19: Defences for carriage by sea or inland waterways

- a. notwithstanding the provisions of article 4 above, the multimodal transport operator shall not be responsible for loss, damage or delay in delivery with respect to goods carried by sea or inland waterways when such loss, damage or delay during such carriage has been caused by:
 - i. act, neglect, or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship; and
 - ii. fire, unless caused by the actual fault or privity of the carrier.
- b. Provided however that whenever loss or damages has resulted from unseaworthiness of the ship, the multimodal transport operator would not be liable if he can prove that due diligence had been exercised to make the ship seaworthy at the commencement of the voyage.

Article 20: Concurrent causes

Where fault or neglect on the part of the multimodal transport operator, his servants or agents or any other person for whose acts he is responsible combines with another cause to produce loss, damage or delay in delivery, the multimodal transport operator shall be liable only to the extent that the loss, damage or delay in delivery is attributable to such fault or neglect, provided that the multimodal transport operator shall not be liable for that part of the loss, damage or damage which he can prove not attributable thereto.

Article 21: Assessment of compensation

- a. Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with the multimodal transport contract, they should have been so delivered.
- b. The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or current market price, by reference to the normal value of goods of the same kind or quality.

Article 22: Limitation of liability of the multimodal transport operator

- a. Unless the nature and value of the goods have been declared by the consignor before the goods have been taken charge of by the multimodal transport operator and inserted in the Multimodal Transport document, the Multimodal Transport Operator shall in no event be or become liable for any loss of or damage to the goods in an amount not exceeding the equivalent of 666.67 SDR per package or 2 SDR per kilogram of gross weight of the goods lost or damaged, whichever is the higher.
- b. Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the multimodal transport document as packed in such article of transport are deemed packages or

shipping units. Except as aforesaid, such articles of transport shall be considered the package or unit.

- c. Notwithstanding the above mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the multimodal transport operator shall be limited to an amount not exceeding 8.33 special drawing rights per kilogram of gross weight of the goods lost or damaged.
- d. When the loss or damage to the goods occur during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability, if a separate contract of carriage has been made for that particular stage of transport, then the limit of the liability of the multimodal transport operator for such loss of damage shall be determined by reference to the provisions of such convention or mandatory national law.
- e. If the multimodal transport operator is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the goods, the liability of the multimodal transport operator shall be limited to an amount not exceeding the equivalent of the freight under the multimodal; transport contract for the multimodal transport. The liability of the multimodal transport operator for loss resulting from delay in delivery shall be limited to an amount equivalent to two and a half times the freight payable for the goods delayed, but not exceeding the total freight payable under the multimodal transport contract.
- f. The aggregate liability of the multimodal transport operator shall not exceed the limits of liability for total loss of the goods.
- g. By agreement between the multimodal transport operator and the consignor, limits of liability exceeding those provided for in this Protocol may be fixed in the multimodal transport document.

Article 23: Loss of the right to limit liability

- a. The multimodal transport operator is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from an act or omission of the multimodal transport operator done with the intent to cause such loss, damage or delay or recklessly and with knowledge that such loss, damage or delay would probably result.
- b. A servant or agent of the multimodal transport operator or other person of whose services he makes use for the performance of the multimodal transport contract is not entitled to the benefit of the limitation of liability provided for in this Convention if it is proved that the loss, damage or delay in delivery resulted from an act or omission of such servant, agent or other person, done with the intent to cause such loss, damage or delay or recklessly and with knowledge that such loss, damage or delay would probably result.

Article 24: Non-contractual liability

- a. These rules apply to all claims against the multimodal transport operator relating to the performance of the multimodal transport contract, whether the claim is founded in contract or in tort.
- b. These rules apply whenever claims relating to the performance of the multimodal transport contract are made against any servant, agent, or other person whose services the multimodal transport operator has used in order to perform the multimodal transport contract, whether such claims are founded in contract or in tort.
- c. Except as provided in article 21, the aggregate of the amounts recoverable from the multimodal transport operator and from a servant or agent or any other person of whose services he makes use for the performance of the multimodal transport contract shall not exceed the limits of liability provided for in this Protocol.

Article 25: Liability of the consignor

- a. The consignor shall be deemed to have guaranteed to the multimodal transport operator the accuracy, at the time the goods were taken charge of by the multimodal transport operator, of all particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the goods, as furnished by him or on his behalf for insertion in the multimodal transport document, at the time the goods were taken charge of.
- b. The consignor shall indemnify the Multimodal Transport Operator against any loss resulting from inaccuracies in or inadequacies of the particulars referred to above.
- c. The consignor shall remain liable even if the multimodal transport document has been transferred by him.
- d. The right of the multimodal transport operator to such indemnity shall in no way limit his liability under the multimodal transport contract to any person other than the consignor.

SECTION III – CLAIMS AND ACTIONS

Article 26: Notice of loss or damage to goods

- a. Unless notice of loss of or damage to the goods specifying the general nature of such loss or damage, is given in writing by the consignee to the Multimodal Transport Operator not later than the working day after the day when the goods were handed over to the consignee., such handing over is prima facie evidence of the delivery by the

multimodal transport operator of the goods as described in the multimodal transport document.

- b. Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within six consecutive days after the day when the goods were handed over to the consignee.
- c. No compensation shall be payable for loss resulting from delay in delivery unless notice has been given in writing to the multimodal transport operator within 60 consecutive days after the day when the goods were delivered by handing over to the consignee or when the consignee has been notified that the goods have been delivered.
- d. Unless notice of loss or damage, specifying the general nature of the loss or damage, is given in writing by the multimodal transport operator to the consignor not later than 90 consecutive days after the occurrence of such loss or damage or after the delivery of the goods, whichever is later, the failure to give such notice is prima facie evidence that the multimodal transport operator has sustained no loss or damage due to the fault or neglect of the consignor, his servants or agents.
- e. If any of the notice periods provided for in this Article terminates on a day which is not a working day at the place of delivery, such period shall be extended until the next working day.
- f. For the purpose of this Article, notice given to a person acting on the multimodal transport operator's behalf, including any person of whose services he makes use at the place of delivery, or to a person acting on the consignor's behalf, shall be deemed to have been given to the multimodal transport operator, or to the consignor, respectively.

Article 27: Joint survey

- a. In the case of any actual or apprehended loss or damage the multimodal transport operator and the consignee shall give all reasonable facilities to each other for inspecting and tallying the goods.
- b. If the parties or their authorized representatives at the place of delivery conducted a joint survey of the goods, notice in writing need not be given of loss or damage ascertained during such survey or inspection.

Article 28: Limitations of actions

- a. Any action relating to international multimodal transport under this Protocol shall be time-barred if judicial or arbitral proceedings have not been instituted within a period of two years.
- b. If notification in writing, stating the nature and main particulars of the claim, has not been given within six months after the day when the goods were delivered or, where

the goods have not been delivered, after the day on which they should have been delivered, the action shall be time-barred at the expiry of this period.

- c. The limitation period commences on the day after the day on which the multimodal transport operator has delivered the goods or part thereof or, where the goods have not been delivered, on the day after the last day on which the goods should have been delivered.
- d. The person against whom a claim is made may at any time during the running of the limitation period extend that period by a declaration in writing to the claimant. This period may be further extended by another declaration or declarations.
- e. Provided that the provisions of an applicable international convention are not to the contrary, a recourse action for indemnity by a person held liable under this Convention may be instituted even after the expiry of the limitation period provided for in the preceding paragraphs if instituted within the time allowed by the law of the State where proceedings are instituted; however, the time allowed shall not be less than 90 days commencing from the day when the person instituting such action for indemnity has settled the claim or has been served with process in the action against himself.

Article 29: Jurisdiction

- a. In judicial proceedings relating to international multimodal transport under this Protocol, the plaintiff, at his option, may institute an action in a court which, according to the law of the State where the court is situated, is competent and within the jurisdiction which is situated one of the following places:
 - i. The principal place of business or, in the absence thereof, the habitual residence of the defendant; or
 - ii. The place where the multimodal transport contract was made, provided that the defendant has a place of business, a branch or agency through which the contract was made; or
 - iii. The place of taking charge of the goods for international multimodal transport or the place of delivery; or
 - iv. Any other place designated for that purpose in the multimodal transport contract and evidenced in the multimodal transport document.
- b. No judicial proceedings relating to international multimodal transport under this Protocol may be instituted in a place not specified in subparagraph (a) of this article. The provisions of this article do not constitute an obstacle to the jurisdiction of the Contracting States for provisional or protective measures.
- c. Notwithstanding the preceding provisions of this Article, an agreement made by the parties after a claim has arisen, which designates the place where the plaintiff may institute an action, shall be effective.
 - i. Where an action has been instituted in accordance with the provisions of this Article or where judgement in such an action has been delivered, no new action shall be instituted between the same parties on the same grounds unless the judgement in

- the first action is not enforceable in the country in which the new proceedings are instituted;
- ii. For the purposes of this Article neither the institution of measures to obtain enforcement of a judgement nor the removal of an action to a different court within the same country shall be considered as the starting of a new action.

Article 30: Impact of nullity of stipulation

- a. Where the claimant in respect of the goods has incurred loss as a result of a stipulation which is null and void by virtue of the present Protocol or of any other cause, the multimodal transport operator must pay compensation to the extent required in order to give the claimant compensation in accordance with the provisions of this Protocol for any loss of or damage to the goods as well as for delay in delivery.
- b. The multimodal transport operator must, in addition, pay compensation for costs incurred by the claimant for the purpose of exercising his right, provided that costs incurred in the action where the foregoing provision is invoked are to be determined in accordance with the law of the contracting party where proceedings are instituted.

Article 31: Arbitration

- a. The parties may provide by agreement evidenced in writing that any dispute that may arise relating to international multimodal transport under this Convention shall be referred to arbitration.
- b. The arbitration proceedings shall be instituted at any place designated for that purpose in the arbitration clause or agreement.
- c. The arbitrator or arbitration tribunal shall apply the provisions of this Protocol.

Article 32: Rate of interest in delivery in the case of damage

- a. The sender may, against payment of a surcharge to be agreed upon, fix the amount of a special interest in delivery in the case of loss or damage or of the agreed time-limit being exceeded, by entering such amount in the Multimodal Transport Document.
- b. If a declaration of a special interest in delivery has been made, compensation for the additional loss or damage proved may be claimed up to the total amount of the interest declared, independently of the compensation obtained.

Article 33: Rate of interest on compensation

- a. The claimant shall be entitled to claim interest on compensation payable. Such interest, calculated by reference to the prevailing rates of interest, shall accrue from the date on which the claim was sent in writing to the carrier or, if no such claim has been made, from the date on which legal proceedings were instituted.

- b. When the amounts on which the calculation of the compensation is based are not expressed in the currency of the country in which payment is claimed, conversion shall be at the rate of exchange applicable on the day and at the place of payment of compensation.

PROTOCOL NO. 10

HANDLING OF DANGEROUS GOODS

Article 1: Application

Pursuant to Article 41(b) of the Northern Corridor Transit and Transport Agreement, the Contracting Parties agree to apply the provisions of this Protocol related to handling and transport of dangerous goods including the adoption of the Tripartite Model Law on Transportation of Dangerous Goods.

Article 2: Content of the Protocol

This Protocol covers the handling and transport within the territories of the Contracting Parties whether in the course of transit or in the course of interstate trade of such materials, substances and articles which, in accordance with accepted international recommendations, are classified as dangerous goods.

Article 3: Interpretations

The definitions to be applied to this Protocol are the interpretations formulated in Article 1 of the Northern Corridor Transit and Transport Agreement.

Article 4: Recognition of international recommendations

Instruments, documents, standards, guidelines, and recommendations, which carry international recommendations are:

- a. The recommendations of the Committee of Experts on the Transport of Dangerous Goods of the United Nations;
- b. The regulations for the Safe Transport of Radioactive Materials of the Board of Governors of the International Atomic Energy Agency;
- c. The provisions on the carriage of dangerous goods in the Convention for the Safety of Life at Sea;
- d. The Technical Instructions for the Safe Transport of Dangerous Goods by Air, of the International Civil Aviation Organization.
- e. Basel Convention relating to the control of transborder movement of dangerous waste and their elimination.

Article 5 : International Maritime Dangerous Goods Code

The Contracting Parties acknowledge that the International Maritime Dangerous Goods (IMDG) Code was made mandatory as from January 2004 except for its Sections 1.3 (Training), 2.1; Notes 1 to 4 (Explosives), 2.2, Columns 15 and 17 (Dangerous goods list), 3.5 (Transport schedule for class 7 goods), 5.45 (layout of forms) and 7.3 (Special requirements in the event of an incident) which are only recommendatory.

Article 6: Classification and definitions of classes of dangerous goods

The Contracting Parties recognize the classification of goods by the type of risk involved, set forth in the manual "Transport of Dangerous Goods" of the United Nations, as the basis for determining hazards in the transport of dangerous goods.

Article 7: Labelling of dangerous goods

The Contracting Parties undertake to acquaint the parties concerned in their countries with the internationally recommended danger labels or placards identifying risks, which are affixed to dangerous goods arriving from abroad, and to issue appropriate instructions for handling and transport of goods so labeled according to the risk involved.

Article 8: Documentation for dangerous goods

The documents to be used in connection with the handling and transport of dangerous goods are provided for under Section 8, Documentation and procedures, of the Northern Corridor Transit Agreement.

PROTOCOL NO. 11

MEASURES OF FACILITATION FOR TRANSIT AGENCIES, TRADERS AND EMPLOYEES

Article 1: Application

Pursuant to Section 10, Articles 43, 44 and 45 of the Northern Corridor Transit and Transport Agreement, the Contracting Parties agree to apply the provisions of this Protocol related to facilities for transit employees, which is an integral part of the Agreement.

Article 2: Content of the Protocol

This Protocol contains provisions for the granting of facilities and making of arrangements in order to facilitate orderly management and conduct of inter-state traffic and traffic in transit, and for the smooth and speedy movement of such traffic on the respective territories of the Contracting Parties.

Article 3: Interpretations

The definitions to be applied to this Protocol are the interpretations formulated in Article 1 of the Northern Corridor Transit and Transport Agreement.

Article 4: Establishment of Liaison Offices

Each Contracting Party shall allow other Contracting Parties which so desire to open Transport Liaison Offices, *appoint Liaison Officers* and station *them* at such offices in their respective territories.

Article 5: Carrier agencies

Each Contracting Party shall grant carriers, duly recognized by the competent authority of the Contracting Parties where such carriers are domiciled, permission to set up agencies in their respective territories for the purpose of conducting inter-state traffic and transit traffic operations.

Article 6: Provision of services and amenities

The Contracting Parties shall provide, wherever possible, services for lighting, heating, cooling, cleaning, telephone and telex communications and postal facilities, to liaison offices where permitted, and to agencies set up by the other Contracting Parties within their territories, on payment of the prevailing charges for such services.

Article 7: Work visa and stay permits for traders and employees

Each Contracting Party shall issue multiple entry visa and work permits of the longest possible duration to the employees of transport enterprises and companies engaged at their agencies, or in the operation of inter-state and transit trade on its territory.

Article 8. Laissez-passer

- a. The Contracting Parties agree to issue a Laissez-Passer to transit and transport operators and their staff in a format which will facilitate their identification and will bring the attention of the authorities on the need of facilitating their tasks. The Laissez-Passer shall comply with the provisions of COMESA or EAC Treaties on the movement of people, goods and services, whichever is applicable.
- b. Laissez-passer may be cancelled in case of infringement of laws and regulations on police, customs, immigration or other matters. Customs and police offices in charge of law enforcement will be informed of the cancellation.

Article 9: Travel of employees

The Contracting Parties shall allow officials of carrier agencies employed for the operation of inter-state trade and traffic in transit en route on their territories to travel freely on all routes open to such traffic.

Article 10: Identification of employees

- a. The Contracting Parties agree to issue Service Cards to the employees of their respective Transport agencies, stationed on their territories, indicating their names, nationality, rank and the nature of their duties, with instructions to present such Service Cards upon request of competent officials while in the territory of the other Contracting Parties, provided it is understood that such Service Cards are not travel documents.
- b. The Contracting Parties shall encourage their employees to wear distinguishing badges or uniforms while on duty, in order to make them easily distinguishable in their functions in inter-state trade and transit traffic.

Article 11: Exchange of information

- a. The Contracting Parties agree to exchange information with descriptions of the distinguishing signs, identity cards and badges, and uniforms used in connection with inter-state and transit traffic, and to inform each other of any changes made.
- b. The Contracting Parties also agree to transmit information specifying the names and functions of the employees of their carrier agencies stationed on the territories of the other Contracting Parties, and the places where they are stationed.

Article 12: Registration of Agencies

The contracting parties agree to registration of transit agencies operating within and through their territories.

PROTOCOL NO. 12

PROTOCOL ON THE MITIGATION OF THE IMPACT OF TRANSPORT ACTIVITIES ON THE ENVIRONMENT

Article 1: Application

Pursuant to Article 48 of the Northern Corridor Transit and Transport Agreement, the contracting parties agree to apply the provisions of this protocol, which is an integral part of the Agreement.

Article 2: Purpose of the Protocol

This Protocol provides for cooperation and collaboration between the contracting States of the Northern Corridor in adopting measures aimed at mitigating the negative impact of transportation activities on the environment, as well as the impact of climate change on transport infrastructure and facilities along the Northern Corridor.

Article 3: Interpretations

For the purpose of this protocol the terms and interpretations in article 1 of the Northern Corridor Transport and Transit Agreement shall have the meaning assigned to them in that article. In addition, the following terms peculiar to this protocol shall have the following meanings:

Environment: means the complex set of physical, geographic, biological, social, cultural and political conditions that surround an individual or organism and that ultimately determines its form and nature of its survival;

Climate change: means a change of climate which is attributed directly or indirectly to human activity that alters the composition of the global atmosphere and which is in addition to natural climate variability observed over comparable time periods;

Green infrastructure: means infrastructure planned to lessen the environmental burden of development, such as flood management, temperature reduction, cleaner air and water and in urban areas, public parks and green spaces;

Conservation area: means a protected area designated and managed mainly or wholly for purposes of science or wilderness protection, ecosystem protection and recreation, culture or heritage, conservation of specific natural features, conservation through

management interventions, landscape/seascape conservation and re-creation, the sustainable use of natural ecosystems;

Wildlife corridor: means a protected area between two or more protected areas

Ecosystem: means a dynamic complex of plant, animal and micro-organism communities and their non-living environment interacting as a functional unit;

Environmental information: means any information in written, visual, aural, oral, electronic or any other material form on the state of the environment, plans and programmes, affecting or likely to affect the environment;

Environmental impact assessment: means a systematic examination conducted to determine whether or not a project, policy or programme will have adverse impacts on the environment;

In situ: means being in the original position having not been moved;

Ex situ: means away from the natural position or place;

Hazardous waste: means a waste which, because of its quantity, concentration, or characteristics, may be hazardous to human health or the environment when improperly treated, stored, transported, or disposed;

Kyoto Protocol: means the Kyoto Protocol to the United Nations Framework Convention on Climate Change, 1992;

Natural resources: means renewable and nonrenewable resources, both tangible and non-tangible, such as minerals, climate, soil, water, flora and fauna;

Public: means one or more natural or legal persons, and, in accordance with national legislation or practice, a person having an interest in a matter relating to the environment or a segment of the environment or natural resources management;

Person: means a natural or legal person;

Sustainable development: means development that meets the needs of the present generation without compromising the ability of future generations to meet their own needs;

Wastes: means substances or objects which are disposed of or are intended to be disposed of or are required to be disposed of by the provisions of national law; and include liquid, gaseous and solid wastes, domestic wastes, agricultural and industrial wastes and all matters on their treatment, discharge and disposal.

Structural measures: means any physical construction to reduce or avoid possible impacts of hazards, such as flood levees, ocean wave barriers, earthquake-resistant construction and evacuation shelters.

Non-structural measures: means any measures not involving physical construction such as building codes, land-use planning laws and their enforcement, research and assessment, information resources, and public awareness programmes.

Article 4: Scope of the Protocol

This Protocol shall apply to all transportation related activities along the Northern Corridor that include: maritime port activities; freight transport by surface modes of transport (road, rail, inland waterways); and construction activities in respect of maritime port facilities, railways, roads and pipelines.

Article 5: Commitment of Contracting Parties

The contracting parties commit themselves and agree to:

- a. Adopt and promote environmental protection measures set forth in this Protocol and shall not undertake any activities that undermine the effectiveness of these measures;
- b. Develop and harmonize common environmental standards and laws for the control of atmospheric, terrestrial and water pollution arising from transport development activities, in line with international standards and best practices;
- c. Develop common methods for determination of environmental standards in the transport sector to balance the need for socio-economic development vis-à-vis protection of the environment and natural resources;
- d. Adopt policies and practices that mitigate the negative impacts of transport activities with a view to protecting the environment in general, and along the Northern Corridor routes in particular;
- e. Carry out and support scientific studies and develop appropriate technologies relating to the reduction of the negative impact of transport activities on the environment and climate change resilience; and
- f. Adhere to regional, continental or international norms regarding sound environmental and natural resources management.

Article 6: Transport and Sustainable Development

The contracting parties recognize that development activities may have adverse impacts leading to degradation of the environment and depletion of natural resources, that a clean and healthy environment is a prerequisite for sustainable development. To this end, the contracting parties shall:

- a. take all necessary measures to ensure that development of transport infrastructure and facilities are based on sound environmental and social policies and practices;
- b. monitor the impact of transport infrastructure and projects and activities on the state of the environment and natural resources;
- c. maintain a balance between socio-economic benefits of transport projects and by mitigating their negative impacts on the environment to ensure sustainable development and climate resilience; and
- d. take all necessary measures, at local, national and regional levels, to promote transport systems that reduce carbon footprint of the freight transport sector on the environment, as well as, social and economic dimensions along the Northern Corridor

Article 7: Green Transport Policy

Contracting States shall adopt green transport policies aimed at the reduction of negative impacts of transport on the environment, such as pollution and congestion. Contracting parties agree to undertake the following:

- a. Ensure the development of green infrastructure and transport to lessen the burden of development on the environment, climate and communities;
- b. Ensure that transport operators in their respective territories comply with the following:
 - i. Emission, monitoring, control and other transport regulations;
 - ii. maximization of the efficiency of transport routes and logistics through improved logistics and flexible delivery methods and information systems;
 - iii. incorporation of environmental performance objectives into all transport operations, including the use of eco-efficient fuels and the ICT;
 - iv. maintaining their vehicle fleets to high standards to ensure minimal environmental impacts; and
 - v. Ensuring that transport movements in and out of operators' facilities are optimised and consistent with general traffic movement and noise levels.
- c. Introduce incentives to encourage car sharing, which means less congestion, improved safety and reduced pollution from vehicle emissions
- d. Take measures to reduce congestion and demand for car parking
- e. Encourage travel by public transport and the use of non-motorized modes of transport

Article 8: Fuel Quality Management

- a. The contracting parties shall develop and adopt common policies, laws and regulations relating to fuel standards, as well as standards for vehicular emissions, with a view to reducing pollutant emissions from combustion. In this regard, contracting parties shall:

- i. Implement compliance programs to ensure that fuels sold at retail stations meet all the mandated specifications;
 - ii. Ensure that all the parties along the distribution chain, namely: refiners, blenders, pipeline companies, importers, distributors, fuel truck operators, and retail stations comply with the set standards; and
 - iii. Ensure that the vehicles used in the transportation and distribution of fuels fulfil all the technical specifications for such vehicles, so as to control and minimize spillage of oil products to protect the road infrastructure and the environment.
- b. Contracting parties shall ensure that compliance programs adopted meet the following requirements:
- i. Registration System for fuels and fuel additives: Refiners and importers to be required to register any motor vehicle fuel or fuel additive with the appropriate quality control or the standards agency prior to marketing it in the country;
 - ii. Extensive Fuel Inspections: Regular inspections are carried out by the standards agency to check and ensure that products are not intentionally adulterated and contaminated;
 - iii. Fuel testing and reporting system: whereby oil companies test and report fuel quality at the refinery gate or import facilities; and
 - iv. Stiff compliance penalties shall be imposed to discourage industry players who would otherwise not abide by the above requirements.

Article 9: Protection of the Ecosystem and Wildlife Habitat

The contracting parties shall develop, harmonize and adopt common policies, laws and strategies for the protection and conservation of the ecosystem and wildlife habitats along the corridor during road/rail construction projects, as well as during their use. In particular, contracting parties shall take measures to avoid:

- a. habitat fragmentation and degradation;
- b. population and genetic isolation;
- c. vehicle wildlife collisions
- d. loss of ecosystem services, namely: water, food and tourism
- e. floods and landslides

Article 10: Climate Change Adaptation

- a. The contracting parties shall develop and adopt an integrated approach to address the effects of climate change on transport systems along the Northern Corridor. The contracting parties shall:
 - i. Develop and harmonize their policies, strategies and action plans, for enhancing adaptive capacity building, strengthening resilience and reducing vulnerability of freight transport systems to climate change;

- ii. develop and harmonize their laws, policies and strategies for mitigating the effects of greenhouse gas emissions from transport, which is responsible for a significant portion of green-house gases;
 - iii. promote the development and implementation of a sensitization programme for transport operators on measures they can partake to reduce emissions, contributing to climate change;
- b. Contracting parties shall plan and design their transportation infrastructures to withstand the effects of climate change. In particular, contracting parties shall plan and design transportation infrastructure to withstand advance weather conditions due to climate change such as:
- i. Extreme heat and temperatures that affect roads and cause rapid degradation;
 - ii. Increasing frequency and severity of floods and storms that increase road wash-outs
 - iii. Rising sea and lake levels, causing severe coastal flooding and inland flooding
 - iv. The contracting parties shall cooperate and collaborate in agreeing on roadmap for the implementation of (b) above. The road map entails:
 - v. Mapping of present and future climate variability and change risks, which entails identify the possible risks that various kinds of infrastructures will face over the next 50 to 100 years as a consequence of climate variability and change.
 - vi. Mapping of critical transport infrastructure systems, comprising the primary physical structures, technical facilities and systems that are socially, economically or operationally essential to the functioning of the Northern Corridor
 - vii. Defining acceptable risk levels, which entails identifying the types and duration of service interruptions that can or cannot be acceptable.
 - viii. Selecting non-structural and structural risk mitigation measures. In many cases, a wide variety of non-structural and structural options exist to reduce risks to agreed acceptable levels.

Article 11: Environmental Management of Inland Waterways

- a. The contracting parties shall develop, harmonize and adopt common national policies, laws and programmes relating to the environmental management of shared inland waterways;
- b. The contracting parties shall endeavor to agree on minimum standards of the vessels plying the inland lakes and rivers in order to minimize oil spillages or harmful discharge that would lead to the degradation of the waterways themselves and the environment;
- c. Individually or jointly, protect and conserve the waterways and their ecosystems, through protecting and improving the water quality; preventing the introduction of alien species into the waterways and protecting and conserving biological diversity in the waterways;
- d. The contracting parties shall establish mechanisms for exchange of available data and information on existing measures on environmental protection and on the condition of the waterways; and

- e. The contracting parties shall ensure that private sector operators using the waterways abide by the established standards, regulations and practices aimed at protecting the waterways.

Article 12: Environmental Management in Port Areas

The contracting parties shall develop and adopt policies, laws regulations and strategies for the management of pollution arising from ships activities; port activities (other than ships); as well as industrial activities within the port, in accordance with IMO guidelines and targets. In this regard, the contracting parties shall:

- a. Undertake regular emission assessments in accordance with the IMO Toolkit and ensure that air pollution, water pollution, waste production and noise generation arising from ships activities are properly regulated and monitored in accordance with internationally set targets;
- b. Ensure that measures are put in place to monitor and regulate air pollution, water pollution, waste production, soil pollution and noise generation arising from various port activities (other than ship activities), including industrial activities in the ports;
- c. In the case of maritime ports, co-operate in scientific research, monitoring and exchange of data and other scientific information relating to the management of the marine and coastal environment, with the aim of reducing pollution and protecting the entire coastal marine resources;

Article 13: Pollution Control and Management

- a. The contracting parties shall develop and harmonize common policies, laws and strategies relating to the prevention, reduction, control and management of all forms of pollution including atmospheric, land, industrial, agricultural and water pollution resulting from all forms of human activities in general and transportation activities in particular.
- b. The contracting parties shall take appropriate measures to prevent, reduce and control pollution resulting from activities from their territories and to prevent and mitigate any trans-boundary impacts, resulting from transportation activities along the Corridor.
- c. The contracting parties shall:
 - i. adopt common measures for the storage, transportation, distribution or use of oil or oil products so as to control the discharge of oil or other oily residues or mixtures into the environment;
 - ii. take all reasonable precautions after the occurrence or discovery of the discharge of oil or other oily residues or mixtures into the environment for the purpose of preventing damage to the environment;
 - iii. adopt measures for the safe handling, use, transportation and storage of toxic chemicals and hazardous substances;
 - iv. develop and adopt cleaner production methods and technologies for controlling all forms of pollution;

- v. adopt common strategies for control of gaseous emissions arising from transportation activities that cause damages by impacting on the climate, health in terms of respiratory diseases and noise, acidification effects on land and water, as well as ozone damage.

Article 14: Environmental Impact Assessment

- a. The contracting parties shall harmonize and adopt common policies, laws and programmes requiring the conduct of environmental impact assessments for planned transport projects which are likely to have significant adverse impacts on the environment.
- b. The contracting parties shall, in the case of trans-boundary transport projects, undertake or cause to be undertaken a comprehensive assessment of the impacts of such a project in their own territories and the territories of other contracting parties.
- c. The contracting parties shall adopt common guidelines on environmental impact assessment in shared ecosystems including the criteria and procedures for conducting environmental assessments for planned activities and projects which are likely to have significant adverse environmental impacts.
- d. The contracting parties shall outline in their national legislation, projects legislation, project for which environment risk assessment is required and a manner in which environment risk assessment shall be conducted.

Article 15: Environmental Disaster Preparedness and Management

- a. The contracting parties shall develop common policies, laws and strategies for responding to environmental emergencies along the corridor.
- b. For the purposes of paragraph (a) herein above, the contracting parties shall:
 - i. co-operate in the formulation and implementation of emergency environmental contingency plans;
 - ii. establish procedures for immediate notification of, and co-operative response to environmental emergencies;
 - iii. provide prompt and effective response action to such emergencies;
 - iv. build human and institutional capacity for responding to environmental emergencies; and
 - v. assist each other and share information in times of environmental emergencies.

Article 16: Public Participation, Access to Justice and Information

- a. The contracting parties guarantee their nationals the right to access to environmental information and participation in environment management.

- b. In order to contribute to the protection of the rights of the present and future generations to live in an environment adequate for their health and well-being herein, the contracting parties shall:
 - i. ensure that officials and public authorities assist the public to gain access to information and facilitate their participation in environmental management;
 - ii. promote environmental education and environmental awareness among the public;
 - iii. ensure that persons exercising their rights in conformity with the provisions of this Protocol are not impeded without discrimination;
 - iv. not carry out any activity that may have significant trans- boundary environmental impact or harm without prior consultations, timely notification and provisions of technical information and data; and
 - v. grant due process and equal treatment in administrative and judicial proceedings to all persons who may be affected by environmentally harmful activities in the territory of any of the contracting parties.
- c. Each contracting party shall ensure that owners or operators whose activities have significant impacts on the environment inform the public, in a timely and effective manner, of the environmental impact of their activities and products.
- d. The contracting parties agree:
 - i. not to carry out any activity that may have significant trans-boundary environmental impacts or harm without prior consultations, timely notification and provisions of technical information and data; and
 - ii. to grant due process and equal treatment in administrative and judicial proceedings to all persons who may be affected by environmentally harmful activities in the territory of any of the contracting parties.
- e. The contracting parties shall grant the rights of access to nationals of the other contracting parties to their judicial and administrative mechanisms to seek remedies for trans-boundary environmental damage.

Article 17: Compliance with this Protocol

- a. Each contracting party shall take appropriate measures within its competence, including the adoption of laws and regulations, administrative actions and enforcement measures, to ensure compliance with this Protocol.
- b. Each contracting party shall notify all other contracting parties of the measures it takes pursuant to clause (a) above.
- c. Each contracting party shall draw the attention of all other contracting parties to any activity which in its opinion affects the implementation of the objectives, principles and provisions of this Protocol.

Article 18: Dispute Settlement

- a. Unless otherwise provided in this Protocol, in the event of a dispute between two or more contracting parties concerning the interpretation or application of this Protocol, the contracting parties concerned shall seek a settlement of the dispute through negotiations or other alternate dispute resolution mechanisms.
- b. If the contracting parties concerned cannot reach agreement as provided for in (a) above, either contracting party may follow the dispute resolution mechanism spelt out under Articles 57 to 60 of the Agreement.
- c. The decision of the contracting parties on any dispute referred to it shall be final.
- d. This Protocol is part and parcel of the Northern Corridor transport and Transit Agreement.
- e. The provisions of this Protocol shall not affect the rights and obligations of any Contracting Party deriving from any existing international agreement, except where the exercise of those rights and obligations would cause a serious damage or threat to the environment and natural resources in Northern Corridor Countries.

Article 19: Co-operation with Third Parties

- a. The contracting parties shall, individually or collectively, adopt appropriate measures, compatible with international law, to dissuade third parties from undertaking activities which undermine the effectiveness of this Protocol.
- b. The contracting parties shall co-operate with non-contracting parties and other parties wishing to adopt and implement the provisions of this Protocol.
- c. Contracting parties shall draw the attention of any State which is not party to this Protocol to any activity undertaken by that State, its agents, natural or juridical persons, which affects the implementation of the objectives and principles of this Protocol.
- d. The contracting parties shall encourage the coordination of activities carried out under this Protocol and, if they are parties to those activities, under other relevant international agreements, in order to derive maximum benefit from activities under each agreement while avoiding duplication of effort.

