



NORTHERN CORRIDOR TRANSIT AND TRANSPORT AGREEMENT





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THE NORTHERN CORRIDOR TRANSIT AND TRANSPORT AGREEMENT

PREAMBLE

The Government of the Republic of Burundi,

The Government of the Democratic Republic of Congo,

The Government of the Republic of Kenya,

The Government of the Republic of Rwanda, and

The Government of the Republic of Uganda

Hereinafter referred to as “Contracting Parties”

WHEREAS the said Governments signed the Northern Corridor Transit Agreement (hereinafter referred to as ‘the Agreement’) on the 19th February 1985 and which became effective on 18 November 1986 following ratification by all member States, and the same Agreement was acceded to by the Government of the Democratic Republic of Congo in 1987;

AND WHEREAS in accordance with Article 60 (1) of the Agreement the Northern Corridor Transit Transport Coordination Authority (NC-TTCA) at its 9th Meeting in pursuance of Article 60 (2) of the Agreement extended the said Agreement by another 10 years with effect from 15th November 1996 vide decision No. TTCA/A/A/9/96/1 dated 25 October 1996;

AND WHEREAS while extending the lifespan of the Agreement the NC-TTCA called for the review and update of the Agreement, and its Protocols, taking into account new data in the management of Transit Transport originating from within and outside the sub-region;

AND WHEREAS the said Review has been concluded and Contracting Parties are desirous of signing a new Agreement extending the mandate and scope of the current Agreement and renewing the protocols and developing new ones in areas where none existed.

NOW THEREFORE, the contracting parties;

ANIMATED by the desire to maintain, further develop and strengthen friendly relations and co operation among themselves;

BEING OF THE VIEW that no country, whether landlocked or not should be isolated from the rest of the world;

DESIROUS TO ENSURE the smooth and rapid movement of goods and persons originating from or destined to a

Contracting Party in transit through the territories of other Contracting Parties as well as the smooth and rapid movement of goods and persons between their respective territories;

RECALLING the Treaty establishing the African Economic Community (Abuja 1991) and the Treaty establishing the Common Market for Eastern and Southern Africa (Kampala, 1993) to which all Contracting Parties have subscribed;

TAKING INTO ACCOUNT the principles formulated and the rules agreed upon in the Agreement establishing the World Trade Organisation (Marrakech, 1994), the customs convention on containers (Geneva, 1972), and the Convention on the simplification and Harmonization of Customs Procedures (Kyoto, 1973);

AWARE of the inter-dependence between the transport sector and all the other sectors of the economy;

FURTHER AWARE that neither government nor private enterprises can singularly assume all risks of investment, maintenance and operation of transport and communications facilities and equipment thus noting that close coordination between the Government and the Private Sector is key to the development of trade and transit facilitation;

ACKNOWLEDGING the importance of developing along the Northern Corridor, an integrated infrastructure and transit system which is economical, safe and environmentally sustainable;

REALISING the development prospects and economic potential of the Contracting Parties of the unexploited resources and the ability to stimulate economic and social growth to alleviate poverty in the corridor;

RECOGNISING the existence of alternative corridors and therefore the need to provide an effective, efficient and competitive corridor for the transport of goods and the movement of persons between the sea and their respective countries and within their respective territories.

CONSCIOUS of the need to define mechanisms under which non Contracting Parties, utilising the Northern Corridor, may contribute to the transit facilitation measures put in place under this Agreement;

REITERATING their commitment to developing and maintaining a rational coordinated and mutually beneficial system of transport and communications in the Northern Corridor;

HAVE AGREED as follows:

SECTION 1 – DEFINITIONS

Article 1

For the purpose of this Agreement and its protocols, the following terms and expressions shall have the meanings hereby assigned to them:

AGREEMENT: Means the Northern Corridor Transit and Transport Agreement.

AUTHORITY: means the Northern Corridor Coordination Authority.

BORDER CONTROL SERVICES: means services of the competent authorities of the Contracting Parties carrying out border controls, such as frontier police, customs services, plant services, as well as any other services as may be deemed necessary.

CARRIER: means a legal or natural person who is authorised in accordance with the national laws and regulations of the Contracting Parties to carry goods by rail or road, or any other mode of transport, for hire, reward or on own account.

COMESA: means the Common Market for Eastern and Southern Africa.

COMESA YELLOW CARD: means the Third Party Motor Vehicle Insurance System prescribed under the Protocol to that effect attached to the treaty establishing the Common Market for Eastern and Southern Africa.

CONTRACTING PARTIES: means the Republic of Burundi, Democratic Republic of Congo, the Republic of Kenya, the Republic of Rwanda, the Republic of Uganda and any other state which shall accede to this Agreement.

CORRIDOR: means the Northern Corridor.

CORRIDOR STATES: means countries utilising the Northern Corridor including countries which are not contracting parties.

DEVELOPMENT CORRIDOR: means the Special Development Initiative approach to mobilise investment resource for the development of transportation, infrastructure, facilities and services in coordination with other sectors of the economy in the Northern Corridor.

DOMESTIC TRANSPORT: means the transport of goods and passengers wholly within the territory of contracting parties.

DOOR-TO-DOOR CONTAINER SERVICE: means a service whereby a container is loaded with goods at shipper's premises to be delivered at the consignee's yard, store, or go-down.

DANGEROUS GOODS: means substances (including mixtures, gases and solutions), which have potential to cause fire i.e. health, injuries or death or damage to property and the environment.

FACILITIES: means infrastructure like buildings or equipment put in place for the purpose of enabling the execution of a specific task in relation with transportation and transit of vehicles, goods and persons.

FACILITATION: means procedures or measures put in place to ease the transportation of transit vehicles, goods and persons through the corridor.

GOODS: means all personal chattels and includes wares, ores, livestock, merchandise, crops, currencies and other articles offered for transportation.

INTERSTATE TRAFFIC OR TRANSPORT: means the transport of goods or passengers between two or more contracting states.

LANDLOCKED STATE: means a state which has no sea coast or which does not have a direct link with the sea coast through its own territory.

MEANS OF TRANSPORT: means a particular vehicle, railway wagon, sea-going or river vessel, container or other device used for the transport of goods or persons.

NORTHERN CORRIDOR: means the transport infrastructure and equipment, served by Mombasa Port in the Republic of Kenya, used by traffic to and from the territories of the contracting parties and other neighbouring States.

MODE OF TRANSPORT: means a method used for the movement of goods and/or persons.

MULTIMODAL TRANSPORT: Transporting goods by successive different modes of transport, under a single transport contract and document.

PERISHABLE GOODS: means goods that are easily subject to decay as fruit, flowers, et cetera.

PERSON: means a natural person or legal person utilising the corridor.

VESSEL: means any watercraft floating on a river or lake or seagoing whether motorised or not, built, transformed or used to carry goods or passengers or both.

PROFESSIONAL STAFF: means internationally recruited staff of the Northern Corridor Coordination Authority conducting executive or technical tasks.

TRAFFIC: means the movement of means of transport.

TRAFFIC IN TRANSIT: means the traffic passing across the territory of a contracting party with or without transshipment, warehousing, breaking bulk, cleaning, repairing, replacing assembly, disassembly, reassembly of machinery and goods, or change of mode and means of transport.

TRANSIT: means the passage across the territory of a contracting party when such passage is only a portion of a complete journey, terminating beyond the frontier of the contracting party across whose territory the transit takes place.

TRANSIT ROUTE: means a land route, or inland waterway designated by a contracting party within its territory for the passage of traffic in transit.

TRANSIT TRAFFIC EMPLOYEE: means a person employed by a carrier or other party engaged in transit traffic.

TRANSIT STATE: means corridor states through whose territory traffic in transit passes.

YELLOW CARD: means the COMESA Yellow Card.

SECTION 2 – SCOPE AND OBJECTIVES

Article 2: SCOPE

The scope of the Agreement:

- a) The contracting parties have agreed to collaborate in matters relating to transportation of goods and persons in the Northern Corridor, including but not confined to the following:
 - (i) Maritime Port facilities
 - (ii) Routes and facilities
 - (iii) Customs Control and Operations
 - (iv) Documentation and Procedures
 - (v) Transport of Goods by Rail
 - (vi) Transport of Goods by Road
 - (vii) Inland Waterways Transport of Goods
 - (viii) Transport by Pipeline

- (ix) Multimodal Transport of Goods
 - (x) Handling of Dangerous Goods
 - (xi) Measures of Facilitation for Transit Agencies, Traders and employees
 - (xii) Development of an Economic Corridor
- b) The contracting parties shall conclude such additional protocols as may be necessary.

Article 3: OBJECTIVES

The Objectives of the Agreement shall be:

- a. To facilitate trade, the movement of persons, vehicles and goods in domestic, regional and international transport.
- b. To stimulate economic and social development in the territories of the contracting parties.
- c. To transform the Corridor into a Development Corridor which, in addition to offering safe, fast and competitive transport and transit services that secure regional trade, will stimulate investment, encourage sustainable development and poverty reduction.
- d. To implement strategies for accelerating economic and social growth along the corridor while ensuring environmental sustainability.

Article 4: OBLIGATIONS OF THE CONTRACTING PARTIES

In order to achieve the objectives set out in Article 2, the contracting parties undertake:

- a. To establish and manage transport and communication systems that are viable, reliable and efficient. Private enterprises shall be eligible to operate and manage such systems.
- b. To implement a policy of non-discriminatory, reciprocity, equal treatment and fair competition towards operators and users of the transport and communications systems.
- c. To co operate in investment planning, development of transport and transit facilities and to jointly seek financing for project execution.
- d. To harmonise their standards and procedures for design, construction, operation and maintenance of transport and transit facilities and equipment.
- e. To take all measures necessary to promote the role of the corridor as a development corridor.
- f. To encourage the private sector to participate in the financing of the construction and maintenance of transport infrastructure and facilities.
- g. To harmonise privatisation policies relating to the management of transport facilities and services.
- h. To facilitate the smooth and rapid movement of persons and goods between their territories and in transit, through the simplification and harmonisation

of documentation and procedures relevant to the movement of persons and goods between their territories and in transit through their territories.

- i. To work towards eradication of customs fraud and tax evasion.
- j. To carry out mutual consultations with other contracting parties, prior to effecting any changes in the laws, regulations and procedures concerning the movement of persons, vehicles and goods, except in an emergency.

Article 5: FREE MOVEMENT AND THE RIGHT OF TRANSIT

In furtherance of the obligations of the contracting parties contained in Articles 3 and 4 of this Agreement, the contracting parties agree to the following:

- a. To grant to citizens of the respective contracting parties engaged in trade, free movement within their territories and the right of transit through each others territories under the conditions specified in this Agreement and its protocols.
- b. Not to exercise any discrimination with regard to the country of origin or final destination of goods in transit or the country of registration of the means of transport used.
- c. To put in place facilities enabling the free movement and transit of persons, vehicles and goods within and between their territories.

SECTION 3 – NORTHERN CORRIDOR CO ORDINATION AUTHORITY

Article 6: ESTABLISHMENT OF THE AUTHORITY

For the purpose of exercising jurisdiction over the co ordination and implementation of the corridor activities under this Agreement, the contracting parties agree:

- a. That the existing Northern Corridor Transit Transport Coordination Authority established in accordance with the 1985 Northern Corridor Agreement shall continue to exist and shall be renamed the Northern Corridor Co-ordination Authority.
- b. The Authority herewith established is an international organisation with legal personality with capacity and power to enter into contracts, acquire and dispose of immovable and movable property, to sue and be sued, and all other legal powers necessary for the proper exercise of its functions.

Article 7: ORGANS OF THE AUTHORITY

For the proper carrying out of its functions, the Authority is comprised of the following organs:

- a. The Council of Ministers;
- b. The Executive Committee;
- c. The Specialised Committees;
- d. Public Private Partnership Committee;
- e. The Permanent Secretariat.

Article 8: COMPOSITION AND FUNCTIONS OF THE ORGANS OF THE AUTHORITY

a. Council of Ministers

The Council of Ministers of the Authority shall be composed of the Ministers responsible for transport matters in each of the contracting parties. Contracting Parties may designate other Ministers responsible for an area having an impact on the matter within the jurisdiction of the Authority under this Agreement to attend Council Meetings. The Council shall carry out the following functions:

- i. be the policy making body of the Authority and its decisions shall be binding on all contracting parties.
- ii. Approve the budget and audited accounts of the Authority
- iii. Joint resource mobilisation and the allocation of funds for regional projects under the Northern Corridor transport system aimed at improving conditions of interstate traffic and of transit within the territories of the contracting parties.
- iv. Through the current Chairman of the Council, report to the heads of State and Government of the Contracting Parties any matter mandated by the Council of Ministers.
- v. Approve the annual work plan of the Authority.
- vi. Appoint the Executive Secretary of the Northern Corridor Co-ordination Authority.

b. Executive Committee

The Executive Committee is composed of the Permanent Secretaries or their equivalent who are responsible for transport matters in each of the contracting parties. It shall carry out the following functions:

- i. Initiate the formulation of general principles and policies governing the Authority.
- ii. Approve the financial and administrative rules and regulations of the Authority.
- iii. Ensure that the Agreement and its protocols are uniformly applied among the contracting parties.
- iv. Foster co ordination with other international institutions whose objectives are similar to those of the Northern Corridor or would advance the objectives of the corridor.
- v. Consider the budget and audited accounts of the Authority before presenting them to the Council of Ministers.
- vi. Appoint independent external Auditors to audit the accounts of the Permanent Secretariat.
- vii. Appoint the professional staff of the Permanent Secretariat.
- viii. The Executive Committee shall report to the Council of Ministers.

c. The Specialised Committees

The Council of Ministers shall set up specialised / technical committees on the advice of the Executive Committee in addition to the following that already exist:

(a) Infrastructure Development and Management

(b) Customs and Transit facilitation

The Specialised Committees shall be composed of organisations and persons from the member States dealing with specialised areas of transport and transit and shall be responsible for implementation of aspects of transit transport operations in their specialized areas and in doing so, the specialized committees shall do the following:

- i. Prepare implementation strategies for corridor operations;
- ii. Report their activities in periodic reports to the Executive Committee through the Permanent Secretariat.
- iii. Advise the Executive Committee on required amendments to this Agreement.

d. *The Public Private Partnership Committee*

The Public Private Partnership Committee shall be composed of public and private sector persons and organisations dealing with matters of interstate and transit along the corridor and shall carry out the following functions:

- i. Identify existing problems within their areas of operation and to solve them.
- ii. Consolidate their views and put forward recommendations to the Permanent Secretariat for onward submission to the Executive Committee for review and consideration by the council of Ministers.

- iii. Facilitate implementation of decisions of the organs of the Authority.

e. *The Permanent Secretariat*

1. Appointment and Physical Location

- i. The Permanent Secretariat is the Authority's Administrative and Management Organ and shall be headed by the Executive Secretary who shall be appointed by the Council of Ministers on such terms as the Council shall determine.
- ii. The number and profiles of staff of the Secretariat as required and the type and content of the tasks to be performed shall be determined by the Executive Committee with the advice of the Executive Secretary. Professional staff shall be recruited by the Executive Committee. Other staff shall be recruited by the Executive Secretary. In either case, the recruitment shall be made in accordance with the Personnel Rules and regulations
- iii. The Headquarters of the Permanent Secretariat shall be in the Republic of Kenya or a territory of any other contracting party that may be decided upon by the Council of Ministers.
- iv. The status of the Permanent Secretariat is established under a Headquarters Agreement between the Host Country and the Permanent Secretariat by which agreement the Permanent secretariat and its senior expatriate staff are accorded diplomatic immunities and privileges.

- v. The diplomatic immunities and privileges accorded to the Senior Expatriate Staff are limited to those immunities and privileges granted to international organisations in line with the provisions of the Vienna Convention.

2. Functions of the Permanent Secretariat

The Permanent Secretariat shall carry out the following functions:

- i. Provide technical and analytical support to the Authority's organs in the form of strategy formulation, project identification, analysis of national standards and practices, collection and storage of data and statistics, and of any other task and study that may be assigned to it by the appropriate organs of the Authority in technical, economic, institutional and legal matters.
- ii. Set performance indicators and monitors their implementation, including implementation of the Agreement, and make periodic reports.
- iii. Provide secretarial services to the meetings of the different organs of the Authority including the preparation and distribution of agendas, keep minutes of the meetings, maintain archives, prepare work plans and budgets, keep accounts and prepare financial statements for audit.
- iv. Perform all such tasks as shall be assigned to it by the organs of the Authority.
- v. In exercising its functions the Permanent Secretariat shall be responsible to the Executive Committee.

3. Responsibilities of the Executive Secretary

The Executive Secretary shall, under the direction of the Executive Committee, be responsible for conducting the general business of the Authority. In particular, the Executive Secretary shall:

- a. Monitor the implementation of the decisions taken by the policy organs of the Authority;
- b. Ensure the function of the Authority as far as the procedures for amendment and for consultation and settlement of disputes are concerned;
- c. Prepare working papers and reports for all meetings of the Authority and Executive Board;
- d. Provide secretarial services to all meetings of the Authority and the Executive Board and any other meetings held in accordance with the provisions of the agreement and the protocols;
- e. Take follow-up action on reports emanating from meetings held in accordance with the provisions of the agreement and the protocols;
- f. Prepare rules and regulations governing financial, administrative and other activities of the Authority and submit them to the Executive Board;

- g. Prepare annual budget, accounts and programmes of Activities of the Authority and submit them to the Executive Board;
- h. Propose the terms and conditions of service, including remunerations, and submit them to the Executive Board for approval;
- i. Recruit staff for the Secretariat (other than those referred to under Section (b) – vii of this Article; and
- j. Perform any other functions that the Executive Board may delegate or assign to the Executive Secretary.

Article 9: MEETINGS OF THE ORGANS OF THE AUTHORITY

The organs of the Authority shall hold meetings as follows:

- a. The Council of Ministers shall meet once a year.
- b. The Executive Committee shall meet twice a year one meeting of which shall be held immediately preceding the meeting of the Council of Ministers.
- c. The Technical/Specialised Committee and the Private Public Partnership Committee shall meet at least once a year.
- d. Both the Council of Ministers and the Executive Committee may hold extraordinary meetings.

- e. All meetings ordinary or extraordinary shall be held, as may be agreed, in the territory of any of the contracting parties.
- f. Chairpersons of the Council of Ministers, the Executive Committee and the other Committees shall retain their functions during inter-session periods, until the next chairpersons assume their functions.
- g. Each contracting party shall bear the cost for the participation of its delegation at regular and extraordinary meetings of the organs of the Authority.
- h. The Council of Ministers, the Executive Committee and the other committees shall determine their own rules of procedure for conducting business during meetings, including the election of office bearers.

Article 10: DECISIONS

- a. The organs of the Authority shall endeavour to reach their decisions by consensus.
- b. If consensus cannot be reached, then the matter shall be decided by a simple majority.

Article 11: THE RESOURCES OF THE AUTHORITY

The contracting parties shall ensure that the Permanent Secretariat receive the necessary resources for its functioning.

The resources of the Authority shall come from the following sources:

- a. Contributions of contracting parties.
- b. Funding of specific activities by donor agencies.
- c. Exert a levy on goods loaded or unloaded at Mombasa Port or on goods leaving or entering any customs post using the corridor itineraries as defined in this agreement and its protocols. Provided that the levy shall be charged once only on a specified load of goods for one single entry or exit transport operation taking place in the corridor. The levy shall be remitted to the Permanent Secretariat on a monthly basis.

The accounts of the Authority shall be audited annually, in accordance with the Financial Rules and Regulations by external auditors duly appointed for this purpose who shall submit their report to the Executive Committee.

SECTION 4 – MARITIME PORT FACILITIES

Article 12: PORT OF MOMBASA AND OTHER FACILITIES

- a. The Government of the Republic of Kenya undertakes to provide or shall make provision for third parties to provide maritime port facilities to the contracting parties at Mombasa or any other convenient location for traffic using the Northern Corridor, within the framework specified in Protocol No. 1 (one) to this Agreement on Maritime port facilities.

- b. The Government of Kenya shall, in addition, ensure that the port of Mombasa and any other port designated for traffic using the Northern Corridor remains a competitive maritime port facility.

SECTION 5 – INTERSTATE AND TRANSIT ROUTES AND FACILITIES

Article 13: ROUTES

The routes and ancillary facilities used for inter-state traffic and traffic in transit shall be as specified in Protocol No. 2 (two) to this Agreement on routes and facilities. Routes authorised for the purpose of customs control shall be specified as set out in Protocol No. 3 (three) to this Agreement on customs control.

Article 14: TECHNICAL STANDARDS

The Contracting parties shall harmonize the technical standards for design and construction of infrastructure, facilities and equipment in the corridor in order to achieve uniform standards applicable within the territories of the contracting parties.

Article 15: FACILITIES

- a. The Contracting Parties shall, in partnership with the private sector, provide maintain and operate stop over facilities, at designated places, which shall include storage, buildings, loading and unloading and other ancillary facilities, accommodation for drivers and other operating staff, at places and under conditions specified in protocol No. 2 (two) to this Agreement.

- b. The contracting parties agree to equip the itineraries of the corridor with communication and data transfer systems as needed in order to monitor inter-state and transit traffic within and through the territories of the contracting parties.

Article 16: SAFETY AND SECURITY MEASURES

- a. The contracting parties shall put in place measures for the safety and security of interstate and transit traffic within or passing through their territories.
- b. The contracting parties agree that the safety and security measures put in place shall be designed and implemented without impediments to free trade, transit and interstate transport.
- c. Contracting parties agree to cooperate in the prevention of cross border crime.

SECTION 6 – FRONTIER FACILITIES AND SERVICES

Article 17: FACILITIES FOR THE CLEARANCE OF GOODS

The contracting parties shall provide, or shall make provision for third parties to provide adequate facilities to enable the expeditious clearance of interstate traffic and traffic in transit at their respective designated frontier points.

Article 18: FRONTIER POINT FACILITIES

To ensure the smooth and expeditious movement of traffic in transit, the contracting parties undertake to:

- a. Establish posts, common to two states at designated frontier points, arranged to facilitate joint operations and the examination of the means of transport and goods at the same place and avoid repeated customs control, which may involve unloading and reloading.
- b. Put in place adequate resources for the expeditious handling of frontier formalities, such as immigration, customs and health controls.
- c. Provide or make provisions, for third parties to provide warehousing facilities for the storage of goods in customs bond.
- d. Harmonize the working hours of adjacent frontier posts.
- e. Provide or make provisions for third parties to provide adequate and secure parking space for trucks, other vehicles awaiting clearance and storage for containers;
- f. Provide or make provision for third parties to provide and maintain reliable mail and telecommunication services.

SECTION 7 – CUSTOMS CONTROL AND OPERATIONS

Article 19: CONTROL OF MEANS OF TRANSPORT

The contracting parties shall limit the customs control of means of transport and of goods passing through their territories in transit, to the minimum required to ensure customs enforcement.

Article 20: JOINT CUSTOMS POSTS

The contracting parties agree to establish joint customs posts at the frontier of two neighbouring contracting parties.

Article 21: CUSTOMS INSPECTION WITHIN THE TERRITORY

The contracting parties undertake to expedite, within their territories, customs inspection, periods of compulsory stays in parking areas including periods of inspection of goods and documents.

Article 22: PROTOCOL ON CUSTOMS CONTROL

For the purpose of customs control, the contracting parties undertake to implement the provisions specified in Protocol No. 3 (three) to this Agreement on customs control.

SECTION 8 – DOCUMENTATION AND PROCEDURES

Article 23: MINIMISATION OF PROCEDURES

The contracting parties recognise that documentation and procedures impact on the cost and time elements affecting the efficiency of transit and transport operations and agree to keep those costs and delays to the minimum required to ensure regulatory enforcement. The contracting parties shall accordingly:

- a. Limit the number of documents and extent of procedures and formalities required for interstate traffic and for traffic in transit.

- b. Align their documents to the United Nations Layout Key for Trade Documents and to the provision of the regional or sub-regional conventions or agreement to which they are parties.
- c. Use the Customs Transit Document and any other related document approved by the council of Ministers of the Common Market for Eastern and Southern Africa in accordance with the Treaty for the Eastern and Southern Africa and its Protocol on transit and transit facilities.
- d. Harmonize commodity codes and descriptions with those commonly used in international trade.
- e. Review periodically the need for and usefulness of all documents and procedures prescribed for traffic in transit and eliminate all forms, formalities and procedures which shall be discovered to be superfluous, serving no particular purpose, obsolete; contradictory or duplicating the forms, formalities and procedures required by other regional conventions or agreement to which they are parties.
- f. Ensure that all inspections of vehicles and goods shall be carried out by officers appointed by competent authorities.

Article 24: RATIONALISATION, HARMONISATION AND STANDARDISATION OF PROCEDURES

The contracting parties undertake to:

- a. Reduce to the minimum permissible under their respective laws, repeated procedures and duplication of documentary procedures and documents into a single multi-functioning document.
- b. Put in place a one stop centre for co ordination of information on cargo handling, port terminal clearance and onward transport and for the dissemination of such information to the parties concerned.
- c. To simplify, and expedite the customs inspections and controls of interstate and transit traffic, by developing the use of electronic data transmission processes for circulating and exchanging information between customs offices.
- d. Remove road convoys under customs escort and replace them with transmission of customs documents under sealed envelop or other less obstructive customs surveillance and monitoring methods.
- e. Develop contacts and cooperation with stakeholders, users, carriers and other participants in transport, trade and transit operations so as to improve customs inspection and controls.

Article 25: NOTIFICATION OF MODIFICATION IN CUSTOMS DOCUMENTS AND PROCEDURES

The contracting parties agree that except in case of force majeure, proposed additions and modifications to customs procedures and prescribed documentation which differ in material respects from those set out in this Agreement and under the protocols, will first be reviewed and approved by the Authority prior to its implementation.

Article 26: PROTOCOL ON DOCUMENTATION AND PROCEDURES

The documentation and procedures to be applied by the contracting parties in the implementation of this Agreement shall be as specified in Protocol No. 4 (four) to this Agreement on Documentation and Procedures.

SECTION 9 – TRANSPORT

Article 27: MUTUAL RECOGNITION OF REGISTRATION AND LICENSING OF MEANS OF TRANSPORT

- a. The contracting parties shall allow the use of means of transport registered in the other contracting party to carry both interstate and transit traffic on its territory.
- b. The contracting parties agree to adopt the vehicle identification and marking system similar to the one agreed upon under the Treaty establishing the Common Market for Eastern and Southern African to which they are members.

Article 28: RESTRICTION WITH RESPECT TO DOMESTIC TRAFFIC

Unless specific permission has been obtained from the contracting party concerned, means of transport registered in one contracting party is prohibited from carrying passengers and goods in domestic transport within the territory of another contracting party.

Article 29: PERMISSION TO STAY

Each contracting party shall permit means of transport of another contracting party to remain on its territory until such time as they can be brought out of the country, taking into account all the circumstances of the transport operation for which they are used.

Article 30: TECHNICAL STANDARDS

The contracting parties agree to harmonise dimensions, weight and maximum loads of vehicles and other technical standards of all transport equipment, fixed or mobile, such as handling equipment, communication and signalling equipment, and to carry out periodic reviews in order to maintain common standards.

Article 31: FUEL AND LUBRICANTS

The contracting parties agree that means of transport of any other contracting party shall be entitled to the provision of fuel and lubricants, necessary for their operations of interstate transport and traffic in transit on their territories, on the same conditions as apply to their nationals.

Article 32: ALLOCATION OF SERVICES

The contracting parties shall grant nationals of other contracting parties treatment equal to that of their own nationals in the allocation of services and means of transport for facilitating interstate and transit traffic.

Article 33: NATURAL CALAMITIES

The contracting parties agree, in case of natural calamities to put in place mechanisms, which shall effect a speedy and unimpeded flow of relief consignments through their territories to areas affected by natural calamities.

Article 34: REPRESENTATIVE OFFICES

The contracting parties shall grant permission to companies engaged in interstate and traffic in transit on their territories to establish representative offices for the purpose of coordination and management of their operations.

Article 35: THIRD PARTY MOTOR INSURANCE

The contracting parties shall take necessary steps for the insurance of their means of transport to cover third party liability incurred in the course of interstate traffic and traffic in transit. In accordance with the provisions the Third Party Motor Vehicle Insurance regime established by the Common Market for Eastern and Southern Africa known as the COMESA Yellow Card. Provided that if the COMESA Yellow Card Scheme ceases to exist, the contracting parties shall establish a Northern Corridor Motor Third Party Insurance Scheme.

Article 36: TRANSPORT BY RAIL

- a. The contracting parties agree that rail transport should be developed and the existing network rehabilitated, modernized and extended with the main objective of reducing transport costs and speeding up movement of cargo and providing competitive services, with private sector participation.
- b. The contracting parties agree to the establishment of seamless railway services with unbroken block trains.
- c. The contracting parties agree to implement and maintain a unified liability regime for their rail carriers under a single document and contract valid for all rail carriers involved, permitting a single payment of all amounts due for such rail transport and facilitating the settlement of claims and litigation.
- d. The contracting parties shall apply the provisions specified in Protocol No. 5 (five) to this Agreement on Transport by Rail of Goods in interstate or in transit.

Article 37: TRANSPORT BY ROAD

- a. The contracting parties agree that road transport shall take place in accordance with principles of equal treatment, non-discrimination, reciprocity and sound competition.
- b. The contracting parties agree that the rules on transport licensing as set by the Treaty for establishing

the Common Market for Eastern and Southern Africa and its Protocols are applicable to road transport in the corridor.

- c. The contracting parties shall apply the provisions in protocol No. 6 (six) to this Agreement to the interstate and transit traffic of goods by road.

Article 38: INLAND WATERWAYS TRANSPORT

- a. The contracting parties agree that the safe and efficient use of their inland waterways for transport of transit and interstate traffic shall be promoted and facilitated.
- b. The contracting parties undertake to provide and to encourage private initiative to provide facilities for the transport and handling of goods and passengers by inland waterways through their respective territories.
- c. The contracting parties agree that navigation on their inland waterways shall remain free and open to interstate and transit traffic for vessels and crew.
- d. The contracting parties undertake to harmonise and simplify their rules, regulations and administrative procedures governing inland waterway transport, regarding, inter alia, safety of navigation, signals, communications, environmental protection, marine pollution and carrier liability.
- e. National laws and regulations related to the navigation on inland waters shall apply equally and without

discrimination to the vessels and crew on interstate and transit transport.

- f. The contracting parties shall apply the provisions specified in Protocol No. 7 (seven) to this Agreement relating to transport by inland, waterways of interstate traffic and transport of goods in transit.
- g. The contracting parties agree to implement and maintain a unified liability regime for inland waterways transport carriers under a single document and contract valid for all carriers involved, permitting a single payment of all amounts due for such inland waterways transport carrier and facilitating the settlement of claims and litigation.

Article 39: TRANSPORT BY PIPELINE

- a. The contracting parties agree that recourse to pipeline transport of petroleum products is in the best economic interest of corridor states, and accordingly undertake to improve and develop this transport mode, and extend the existing pipeline from Kenya to other corridor states.
- b. The contracting parties agree to put in place measures that shall ensure continuous and uninterrupted flow of petroleum products through the pipeline, under a regime of equal treatment, non-discrimination and reciprocity.

- c. The contracting parties shall apply the provisions specified in Protocol No. 8 (eight) to this Agreement on Transport by pipeline of goods in interstate traffic or goods in transit.

Article 40: MULTIMODAL TRANSPORT

- a. The contracting parties agree to improve and develop multimodal transport, as defined in this Agreement for interstate and transit traffic in the corridor and to promote its use.
- b. The contracting parties agree to put in place rules and regulations governing waterways transportation taking into account the interest of shippers, carriers and consignees and the transport of goods under multimodal regime to compliment the rules already in place regarding road and rail transport.
- c. The contracting parties agree to apply the provisions specified in Protocol No. 9 (nine) to this Agreement on multimodal transport of goods.

Article 41: DANGEROUS GOODS

- a. The contracting parties undertake to apply the provisions of international regulations relating to the transport and storage of dangerous goods.
- b. Dangerous goods carried in transit through the territories of any contracting party or carried within

the territories of the contracting parties in the case of interstate traffic shall be handled in accordance with the provisions specified in protocol No. 10 (ten) to this Agreement on Handling of Dangerous goods.

Article 42: PERISHABLE GOODS

The contracting parties shall accord perishable goods being transported in interstate or transit traffic, priority in handling, customs clearance and conveyance to minimize the risks of damage and the expiry of such goods.

SECTION 10: MEASURES OF FACILITATION FOR TRANSIT AGENCIES, TRADERS AND EMPLOYEES

Article 43: VISAS

To facilitate the operators of corridor operations, the contracting parties agree to the following:

- a. Working towards abolition of visas requirements among the contracting parties.
- b. Grant to persons engaged in interstate traffic and traffic in transit who are subject to visa requirements, multiple entry visas for periods determined in relation to the expected duration of their employment.
- c. To issue a specific laissez-passer, facilitating immigration formalities, for the benefit of professional operators within the corridor and their staff.

- d. The contracting parties shall apply the provisions specified in Protocol No. 11 (eleven) to this agreement on facilitation for transit agencies, traders and employees.

Article 44: WORK PERMITS

The contracting parties agree to grant work permits to nationals of other contracting parties to be employed in their respective territories for the purposes of transit and interstate traffic operations, on the terms and conditions specified in Protocol No. 11 (eleven) to this Agreement.

Article 45: MUTUAL RECOGNITION OF DRIVING PERMITS

- a. Each Contracting Party shall recognise driving permits issued by other contracting parties which are valid for the category of vehicle used for interstate traffic and traffic in transit.
- b. The contracting parties agree to harmonise the legal regime of driving permits with the objective of having a common driving permit format, which shall be valid in all the contracting parties.

Article 46: ADDITIONAL MEASURES OF FACILITATION

Nothing shall prevent a contracting party from granting facilities more favourable than those provided for in this Agreement and its Protocols. Similar privileges shall be granted to any other soliciting contracting party

SECTION 11 – PUBLIC HEALTH AND ENVIRONMENTAL PROTECTION

Article 47: COMMUNICABLE DISEASES

The contracting parties shall put in place and implement strategies for the prevention of the spread of pandemics, other communicable diseases such as HIV/AIDS adapted to the activities and living conditions of carriers and users of the corridor.

Article 48: ENVIRONMENTAL PROTECTION

The contracting parties agree to harmonize and implement in the corridor measures designated to minimize environmental degradation arising from the use of the corridor for inter-state and transit transport.

SECTION 12 – ECONOMIC CORRIDOR

Article 49 – Infrastructure Development

In order to enhance infrastructure development through the transformation of the Corridor into an economic development corridor, the contracting parties agree to take all necessary measures that may include:

- (a) Supplementary agreements
- (b) Adoption of strategies and policies to promote the development of the Corridor
- (c) Mobilisation of investment

(d) Enactment of enabling legislation

(e) Joint implementation of projects

SECTION 13 – TARIFFS, DUES AND PAYMENT PROVISIONS

Article 50: LIMITATION AS REGARDS CHARGING

No duties, taxes or charges, provisional or municipal, shall be levied on traffic in transit, except for administrative charges applicable on traffic in the territories of the contracting parties, including charges levied on the use of road tolls, bridges, tunnels and ferries, warehousing and parking fees, or other similar charges and taxes imposed on services rendered and on purchases made during the journey.

Article 51: EQUAL TREATMENT WITH REGARD TO CHARGES

The contracting parties agree that any charges or financial obligations incurred in regard to means of transport and labour used in interstate and transit operations, or services rendered, shall be calculated on the same basis as for similar domestic transport operations.

SECTION 14 – APPLICATION OF THE PROVISIONS OF THE AGREEMENT

Article 52: DECISIONS OF THE AUTHORITY

- a. Decisions taken by the Northern Corridor Coordination Authority regarding the application of this Agreement shall be binding on the contracting parties.

- b. Any proposal of the Authority which would necessitate amendment of the provisions of this Agreement and its protocols shall be implemented only after having been approved through the amendment procedure established for that purpose in this Agreement.
- c. The contracting parties shall have the right to invite, besides the regular members of the Authority, experts to participate in the consideration of particular matters brought before the Authority for amendment.

Article 53: REPORTS ON THE DECISIONS OF THE AUTHORITY

The Permanent Secretariat shall communicate the decisions of the various organs of the Authority to the contracting parties after each meeting of the respective organ.

SECTION 15 – SETTLEMENT OF DISPUTES

Article 54: CONSULTATION AND NEGOTIATION

In case of a dispute between any contracting parties arising out of the application, interpretation and implementation of the provisions of this agreement and its Protocols, the contracting parties shall resolve such disputes amicably through a process of consultation and negotiation as follows:

- (a) consultation and negotiation between the concerned parties;
- (b) if the dispute is not resolved between the concerned parties, the matter shall be referred to the Council of

Ministers through the Secretariat and the Executive Committee.

Article 55: ARBITRATION

- a. Any dispute which is not settled through consultation and negotiations as provided for in Article 54 shall at the request of any of the contracting parties involved, be settled by arbitration and shall be referred accordingly to one or more arbitrators selected by agreement between the contracting parties.
- b. If the contracting parties fail to agree on the designation of an arbitrator, or arbitrators within a period of three months from the date of the request for arbitration, any of the contracting parties may request the Council of Ministers to nominate a single arbitrator who shall not be a national of the contracting parties.
- c. If the Council of Ministers fails to agree on the appointment of an arbitrator, any of the contracting parties shall refer the matter to the COMESA Court of Justice or any other internationally recognised Centre for Arbitration.

Article 56: DECISION OF THE ARBITRATOR

- a. The decision of the COMESA Court of Justice or Arbitrator or Arbitrators shall be final and binding on the contracting parties.
- b. The COMESA Court of Justice or the arbitrator or arbitrators shall within a period of one month after the

award has been pronounced notify all the contracting parties of the existence and nature of the dispute and the general terms of the settlement, in equally authentic versions of English and French.

- c. The Arbitral Award shall be binding on the parties to the dispute.

Article 57: COST

The cost of arbitration shall be borne in equal part by the parties concerned. However, the COMESA Court of Justice or arbitrator or arbitrators may decide that one of the parties bears a higher portion of the total cost of the arbitration.

SECTION 16 –IMPLEMENTATION OF THE AGREEMENT AND ITS PROTOCOLS

Article 58: CLAIM OF NON-COMPLIANCE

- a. A party to this Agreement, the Permanent Secretariat or any other body or person having an interest, may allege that a contracting party, or one of its agencies is failing with respect to the implementation of its obligations under this Agreement.
- b. The claimant shall submit to the Executive Secretary a written claim with statement of facts justifying the claim.
- c. After examining the claim and the statement of facts and after having obtained such preliminary clarification as may be required from third parties, the Executive

Secretary shall report to the Executive Committee his reasoned opinion on the claim.

- d. The Executive Committee shall transmit the complaint to the contracting parties or any other body or person against whom the claim has been made, together with its own comments and recommendations.
- e. The contracting parties against whom the claim has been made shall, within ninety days of receiving the claim, submit its observations, comments or views to the Executive Secretary. The Executive Secretary shall inform the claimant of the nature and particulars of the response received.
- f. If the response of the contracting party against whom the claim has been made does not satisfy the claimant, the Executive Secretary, after the response of the contracting party against whom the claim has been made, shall, within sixty days, forward its observations and recommendations to the Executive Committee.
- g. Within a period of sixty days, the Executive Committee shall meet to review the matter and attempt to reach an amicable solution.
- h. In the event that no amicable solution is reached or that an agreed solution is not implemented, the matter shall, upon a request by the claimant, be submitted by the Executive Committee to the Council of Ministers for a decision within a period of sixty days.

- i. In the event that there is objection to the decision of the Council of Ministers by either the contracting party against whom the claim was made or by the claimant, the matter, on a request by either of the parties, shall be submitted to arbitration pursuant to the relevant provisions of this Agreement.

SECTION 17 – MISCELLANEOUS AND FINAL PROVISIONS

Article 59: OTHER INTERNATIONAL OBLIGATIONS

Nothing in this Agreement and its Protocols shall prevent the contracting parties from fulfilling their obligations under any international convention to which they have become parties either before or after the entry into force of this Agreement.

Article 60: NATIONAL MEASURES

- a. The Provisions of this Agreement and its Protocols shall not preclude the application of any controls provided for in national legislation or any measures necessary on the grounds of public safety and national security or the application of veterinary or public health regulations.
- b. The parties agree to inform and consult each other on the implementation of national laws and regulations and of any international instruments that may hamper the flow of interstate and transit traffic in the corridor.

Article 61: OFFENCES

- a. The contracting parties recognise that for any punishable act or offence committed in the course

of an interstate or transit operation, the laws and regulations in force in the territory of the contracting party or in whose territory such an offence has been committed shall apply.

- b. The contracting parties agree to assist one another with respect to the apprehension and fair trial of such offenders.

Article 62: EXPRESSIONS OF CONSENT

The Governments of The Republic of Burundi, the Democratic Republic of Congo, The Republic of Kenya, The Republic of Rwanda and The Republic of Uganda shall become contracting parties to this Agreement in accordance with their constitutional requirements for signature and ratification.

Article 63: ENTRY INTO FORCE

This Agreement shall enter into force on the thirty first day after three of the Governments of The Republic of Burundi, the Democratic Republic of Congo, The Republic of Kenya, The Republic of Rwanda and The Republic of Uganda have fulfilled the requirements of Article 62 of this agreement.

Article 64: ACCESSION

- a. Any state using the Northern Corridor for interstate or transit transport, and wishing to become a member shall submit an application to the Council of Ministers for approval.

- b. Upon approval of the application by the Council of Ministers, the applicant state shall deposit its instruments of accession with the Secretariat.
- c. Accession shall take effect on the thirty first day after deposit of the instruments of accession with the depositary.

Article 65: DEPOSITARY

The signed Agreement and the instruments of ratification or Accession shall be deposited with the Permanent Secretariat of the Authority, which shall be the depositary of all legal instruments of the Authority.

Article 66: FUNCTIONS OF THE DEPOSITARY

The Depositary shall:

- a. Receive and keep custody of the original text of this Agreement.
- b. Prepare certified copies of the original text of this Agreement.
- c. Receive and keep custody of any instruments, notifications and communications relating to this Agreement.
- d. Examine whether the signature or any instrument, notification or communication relating to this Agreement is in due and proper form and, if need be, bring the matter to the attention of the contracting party in question.

- e. Inform the states entitled to become parties to this Agreement of the notifications and communications relating to this Agreement.
- f. Inform the states entitled to become parties to this Agreement the signatures or instruments of ratification, acceptance, approval or accession required for the entry into force of this Agreement which have been received or deposited.
- g. Register this Agreement with the Secretariat of the United Nations in accordance with Article 103 of United Nations Charter.

Article 67: AMENDMENTS TO THE AGREEMENT

- a. Any contracting party may propose amendments to this Agreement through the Council of Ministers. The Executive Committee or the Secretariat may also initiate amendments. The proposed amendments shall be considered by the Council of Ministers and once agreed shall formally be communicated to the contracting parties.
- b. If each of the contracting parties notifies its acceptance of the amendments, the said amendments shall enter into force on the date of the receipt by the Permanent Secretariat of the last such notification of acceptance.
- c. If one or more contracting parties fail to notify their final acceptance without notifying any objection to the

proposed amendment within a period of six months, the amendment shall be considered as adopted.

- d. The depositary shall receive the amendments and notification of acceptances and inform the contracting parties accordingly.

Article 68: AMENDMENTS TO THE PROTOCOLS

Amendments to the Protocols shall follow the same procedure as laid down in Article 67 for amendments to the Agreement.

Article 69: ACCEPTANCE OF AMENDMENTS

Any state acceding to this Agreement in accordance with Article 64 shall be deemed to have accepted any amendments to this Agreement effected prior to its accession.

Article 70: PROTOCOLS

- a. The Protocols and their annexes referred to in this Agreement shall form an integral part of the Agreement.
- b. The contracting parties may adopt further Protocols to this Agreement.
- c. Such further Protocols shall enter into force on the thirty first day after the receipt by the Permanent Secretariat of notification of the adoption from the contracting parties.

Article 71: PREVIOUS TRANSIT TRANSPORT AGREEMENTS

From the date of its entry into force, this Agreement shall

replace any previous interstate or transit transport treaty or agreement concluded between the contracting parties, relating to the Northern Corridor.

Article 72: Official Languages of the Authority

The official languages of the Authority shall be English and French.

Article 73: DURATION AND DENUNCIATION

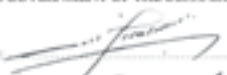
This Agreement and its protocols shall remain in force until terminated by the contracting parties with effect from such date and subject to such conditions as they may determine.

Adopted atin the republic of on theday of2007 in the English and French languages, the texts in both languages being equally authentic.

IN WITNESS WHEREOF the undersigned, duly authorised by their respective Governments, have duly signed this Agreement.

Signature: 
Name: Philippe NSONI
Title: Minister of Transport, Ports and Telecommunications
FOR THE GOVERNMENT OF THE REPUBLIC OF BURUNDI

Signature: 
Name: Jean-Marie Ndayishimiye
Title: Minister of Transport and Communication
FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF CONGO

Signature: 
Name: Hon. Amb. Chirau Ali Mwanjewe
Title: Minister for Transport
FOR THE GOVERNMENT OF THE REPUBLIC OF KENYA

Signature: 
Name: Vincent Lavyantwagye
Title: Secretary General
FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA

Signature: 
Name: John Peter Nsububa
Title: Minister of Works and Transport
FOR THE GOVERNMENT OF THE REPUBLIC OF UGANDA

DECLARATION

The Contracting parties at the time of signing this Agreement accepted the following Protocols:

- Protocol No. 1. Maritime Port Facilities
- Protocol No. 2. Routes and Facilities
- Protocol No. 3. Customs Control
- Protocol No. 4. Documentation and Procedures
- Protocol No. 5. Transport of Goods by Rail
- Protocol No. 6. Transport of Goods by Road
- Protocol No. 7. Inland Waterways Transport
- Protocol No. 8. Transport by Pipeline
- Protocol No. 9. Multimodal Transport of Goods
- Protocol No. 10. Handling of Dangerous Goods
- Protocol No. 11. Measures of facilitation for Transit Agencies, Traders and Employees

The contracting parties further undertake to negotiate with a view to accepting other Protocols envisaged in the Agreement and intended to form an integral part of this Agreement.

IN WITNESS WHEREOF the undersigned, duly authorised by their respective Governments, have signed the present Agreement.

Signature: 
Name: Philippe NSONI
Title: Minister of Transport, Ports and Telecommunications
FOR THE GOVERNMENT OF THE REPUBLIC OF BURUNDI

Signature: 
Name: Jeanne Alice Chabes

Title: Minister for Transport and Communication
FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF CONGO

Signature: 
Name: Hon. Amos Chirau Ali Njirakwere
Title: Minister for Transport
FOR THE GOVERNMENT OF THE REPUBLIC OF KENYA

Signature: 
Name: Vincent Lantwa
Title: Secretary General
FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA

Signature: 
Name: John Nansisi
Title: Minister of Works and Transport
FOR THE GOVERNMENT OF THE REPUBLIC OF UGANDA

NORTHERN CORRIDOR TRANSIT AND TRANSPORT AGREEMENT

PROTOCOLS

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: Definitions

Definitions 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: 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 8: Procedures

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

Article 9: 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 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 inter-state 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: Definitions

Definitions applicable to the present Protocol are those formulated in Article 1 of the Northern Corridor Transit 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

- b. For the passage of traffic in transit by road through Uganda, the Government of the Republic of Uganda the 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	Arua
Busia	Jinja-Kampala-Masaka-Kabale	Katuna
Busia	Jinja-Kampala	Ishasha River
Busia	Tororo	Arua
Busia	Tororo	Goli
Kasese	Ishaka-Ntungamo	Kagitumba
Kasese		Mpondwe
Kasese		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-Butare	Akanyaru Haut
Kagitumba	Kigali-Butare	Cyangugu
Kagitumba	Kigali-	Akanyaru Haut
Gatuna	Kigali-Butare	Cyangugu
Gatuna	Kigali-Ruhengeri	Gisenyi
Cyangugu		Bugarama
Cyanika	Ruhengeri	Gisenyi

- 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
Kanyaru Haut	Kayanza-Bujumbura	Gatumba
Gasenyi	Kirundo-Ngozi	Bujumbura
Ruhwa	Rugombo-Bujumbura	Gatumba
Kanyaru 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
Mahagi	Bunia	Kisangani or Isiro

Kasindi	Beni	Kisangani or Bunia
Ishasha	Goma	Goma Ville
Bukavu	Kindu	Kisangani
Kiliba	Uvira	Kalundu
Kavimvira	Uvira	Kalundu
Kamanyora	Bukavu	Kalundu

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 Republic of Congo is mandated to provide the itineraries in its territory for this purpose.

Article 5: Routes by rail

- 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	Malaba
Mombasa	Nairobi-Nakuru	Kisumu

- 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	Kasee
Tororo	Mbale-Gulu	Pakwach

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

Article 6: Transit routes through the inland waterways

- a. 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 Governments of the Contracting parties interested by the extension of the pipeline will indicate when needed and if needed, the itineraries that they will have selected.

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 and banking facilities
 - v. Facilities for loading and unloading;
 - vi. Storage areas; and
 - vii. Restaurants and stopover rest facilities.
 - 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, in appropriate railway stations 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 policies for 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 interstate traffic and traffic in transit are safe, secure and in working condition.

Article 12: Road tolls

Subject to the provisions of Section 9 and Article 37 on prohibition of discrimination, of the Northern Corridor Transit 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 routes or 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 CONTROLS 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: Definitions

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

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 Custom transit.

Declarant: is a person who signs a Common Market Transit 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

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

Offices en route: Nairobi, Kisumu, Eldoret

Offices of destination: Mombasa, Nairobi, Malaba, Busia

- 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

Offices en route: Lugazi, Kampala

Offices of destination: Katuna, Kasese, Cyanika, Mirama Hill, Mpondwe, Goli, Arua, Ishasha River

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

Offices of departure: Gatuna, Kagitumba, Cyanika, Gisenyi, Cyangugu

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

Offices of destination: Akanyaru Haut, Gisenyi, Cyanika, Kigali, Cyanguu, Bugarama

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

Offices of departure: Gasenyi, Akanyaru Haut,

Offices en route: Bujumbura Port

Offices of destination: Gatumba, Luhwa, Bujumbura Port

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

Offices of departure: Arua, Mahagi, Kasindi, Ishasha, Bunagana, Goma, Kavimvira, Ruzizi I, Ruzizi II, Kamanyora.

Offices en route: Arua, Mahagi, Kasindi, Ishasha, Bunagana, Goma, Kavimvira, Ruzizi I, Ruzizi II, Kamanyora.

Offices of destination: Bunia, Kisangani, Isiro, Beni, Goma Ville, Uvira, Kalundu, Bukavu, Kiliba, Kindu, Baraka, Butembo

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 be open every day, including Sundays and public holidays. Working hours shall be harmonized and Contracting Parties agree to take necessary measures to enable their frontier customs offices to move towards 24 hours operations.
- 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.

- 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.

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 fulfillment 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.

Contracting Parties further undertake to use the COMESA Transit Carnet, which is security printed document that is used throughout the transit process as proof of a valid guarantee and satisfactory compliance with customs obligations within each transited jurisdiction.

- 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 Annex 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 declarant shall produce the goods to be conveyed under Customs transit, together with a Common Market Transit Document and the necessary commercial or transport documents to the Customs authorities at the Office of departure. A copy of the Common Market Transit Document will be kept at the Office of departure, pending the return of the copy mentioned in paragraph 1 of Article 17 of this Protocol, confirming that the goods have left the Customs territory.
- b. 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 Common Market Transit Document; 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 12 of this Protocol, the Customs authorities shall seal the transport-unit.
- 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 Common Market Transit 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 Common Market Transit Document, by full examinations of the goods and recording the results thereof on the Common Market Transit 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 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 2 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 Common Market Transit 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 Common Market Transit 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 Common Market Transit Document accompanying the goods.

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. After having satisfied themselves that all obligations relating to the Customs transit operation have been fulfilled, the Customs authorities at the Office of destination shall endorse the Common Market Transit Document accordingly. They shall also send a copy of the Common Market Transit Document back to the appropriate Customs office so as to allow the authorities of the latter to take any action, documentary or otherwise, necessary for the completion of the Customs transit operation.

SECTION IV: MUTUAL ADMINISTRATIVE ASSISTANCE

Article 19: Communication of Information

The Customs authorities of the Contracting parties shall, on request, communicate to each other as promptly as possible:

- a) Any available information relating to Common Market Transit 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.
- c) Any other relevant information pertaining to the movement of goods and means of transport.

Article 20: 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 21: 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 22: Operations permitted for goods stored

- a. Stored goods shall be allowed by customs services 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 23: 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 24: 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 25: 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 26: 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 27: 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 in quantity and volume 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 28: 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 29: 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 13, paragraph (b), 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

COUNTRYpages
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. Vty/Qty/Net/Gr/No/Vol	
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. Ram/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	
Item 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		i. 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/VA quantity		u. Value/Quantity deducted		v. Type of Package
		w. Number of Packages		x. Agreement Code		
		y-Duty/ Tax type		z-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
38. Total This Page						41. Other Charges Code Amount
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	i. Customs Value
		k. 1st Supplementary Quantity		l. Country of Origin	m. 2nd Supplementary Quantity
		o. Freight		p. Insurance	q. Other Costs
s. Licence No.		t. Licence/VA quantity		u. Value/Quantity deducted	
		v. Type of Package		w. Number of Packages	
		x. Agreement Code			
		y-Duty/ Tax type		z-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	i. Customs Value
		k. 1st Supplementary Quantity		l. Country of Origin	m. 2nd Supplementary Quantity
		o. Freight		p. Insurance	q. Other Costs
s. Licence No.		t. Licence/VA quantity		u. Value/Quantity deducted	
		v. Type of Package		w. Number of Packages	
		x. Agreement Code			
		y-Duty/ Tax type		z-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	
38. Total This Page				41. Other Charges Code Amount	
39. Other Pages					
40. Totals					
42. Grand Total (Duties, Taxes and Other Charges)					
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.....					

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 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 States. It also lays down provisions for the procedures to be used, on the basis of other Protocols of the Agreement.

Article 3: Definitions

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 pipelines 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 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.

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 Standard 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) shown

in Appendix 4 to this Protocol, 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 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 Committees, whose members shall be drawn from public agencies as well as from the representatives of private sector stakeholder organizations. These committees shall act 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



Free disposal

Place and date of issue: Authentication

RAIL CONSIGNMENT NOTE

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.s 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. Signature of Consignor or his Agent/Representative						42. CASH RECEIPT Received the sum of Shscts in respect of freight charges. For											
43. Customs form attached I/We the owner(s) (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. Authorized Signature						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											
..... Station						 Signed for						 Railways											

em N

1. Exporter/Consignor		A.N.		2. Agency Office Code		3. Regime Code		4. Frontier Office (Part of Exit)		FOR OFFICIAL USE DECLARATION NO. & DATE	
				5. Manifesto No						8. Voy/Regime/VoyReg No/Vos	
9. Importer/Consignee		A.N.		6. Date-Arrival Exp.		7. AWIS B/L No.				12. Country of Consignment	
				10. Total Items		11. Total Packages				14. Port of destination	
				13. Account holder No./Prepayment Account 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 Freight 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	
No a. Shipping Marks & Nos/ Container No.		b. CPV		c. Commodity Code						d. Net weight Kg	
e. Goods Description				f. Currency		g. Exchange Rate		h. Invoice value		i. 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. Attached documents	
REVENUE INFORMATION											
a. Duty/ Tax Type		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

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

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

Document Examination Details Signature: _____ Time, Date, Stamp: _____
Goods Examination Details Signature: _____ Time, Date, Stamp: _____
Query & Amendment Details Signature: _____ Time, Date, Stamp: _____
Post Entry Adjustment Details Signature: _____ Time, Date, Stamp: _____

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/VA quantity	u. Value/Quantity deducted	v. Type of Package	w. Number of Packages
REVENUE INFORMATION				
y. Duty/ Tax Type	za. Rate	zb. value for Duty/Tax	zc. Duty/Tax Due	zd. Total Duty/Tax due this item
i				2. Attached documents
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/VA quantity	u. Value/Quantity deducted	v. Type of Package	w. Number of Packages
REVENUE INFORMATION				
y. Duty/ Tax Type	za. Rate	zb. value for Duty/Tax	zc. Duty/Tax Due	zd. Total Duty/Tax due this item
i				2. Attached documents
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/VA quantity	u. Value/Quantity deducted	v. Type of Package	w. Number of Packages
REVENUE INFORMATION				
y. Duty/ Tax Type	za. Rate	zb. value for Duty/Tax	zc. Duty/Tax Due	zd. Total Duty/Tax due this item
i				2. Attached documents
ii				
iii				
iv				

PROTOCOL NO. 5

TRANSPORT OF GOODS BY RAIL

Article 1: Application

Pursuant to Section 9 of the Northern Corridor Transit 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: Definitions

For the purpose of this Protocol and in addition to the definitions 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.

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 required)			
* Correct TECHNICAL NAME: proprietary names alone are not sufficient Additional information 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.			
DECLARATION		Name/Status of signatory	
		Place and Date	
		Signature on behalf of Shipper	

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: 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: Busia and Kisumu
In Uganda: Kasese, Jinja and Port Bell
- 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 6: 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 7: Technical inspection of rolling stock

Each Contracting Party shall hand over to the other all rolling stock destined for destination beyond the border, loaded or empty, in good and running order. Any technical inspection of these rolling stock shall be in accordance with any relevant operational agreement between rail carriers of the two Contracting Parties concerned.

Article 8: 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 9: Carriage of dangerous goods

Carriage of dangerous goods shall be governed by the provisions of Article 41 of the Northern Corridor Transit and Transport Agreement and Protocol 10.

Article 10: 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 II: LIABILITY OF RAIL CARRIER**Article 11: 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 detected.

Article 12: 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 13: Application of liability provisions

Details relating to the provisions of Article 12, 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 14: 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 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.

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: Definitions

For the purpose of this Protocol, and in addition to the definitions 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 Transport Licenses

- a. The Contracting Parties hereby grant to each other mutual recognition of road transport licenses issued by their respective transport licensing authorities.
- b. A vehicle bearing a valid road transport license issued by the Transport 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 Road Worthiness

- a. Haulage Licenses shall be issued by the competent authority of each Contracting Party concerned.
- b. Transport Licenses shall be granted for vehicles which have been officially inspected, and for which a Certificate of Road Worthiness, 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 Transport 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 the Ministry responsible for Finance.

Article 8: COMESA Carrier Licence

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 41 of the Northern Corridor Transit Agreement and in Protocol 10 to same Agreement.
- b. Carriage of perishable goods shall be governed by the provisions in Article 42 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 relevant COMESA Protocols but in any case shall not exceed:

- i. - for steering axle: 8 tonnes
- ii. - for single axles: 10 tonnes
- iii. - for tandem axles: 16 tonnes
- iv. - for triple axles: 24 tonnes

- b. The total maximum laden weight of any vehicle shall in no case exceed 53 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: 17.4m
- 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 provisions mentioned herein below and related to inter-state and traffic in transit by road shall apply 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 (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 Article 21 a (xi) 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 (c), 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 c (i), 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 c (iv), 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 c (vi), 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 (c) above, or any instructions given within the period of thirty days specified in paragraph (d), 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 elevated 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 27, paragraph (c), 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). 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: Interest Rate on compensation

- a. The claimant shall be entitled to claim interest on compensation payable. Such 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 Section 9 of the Northern Corridor Transit 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: Definitions

For the purpose of this Protocol and in addition to the definitions 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.

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 inter-state or transit traffic shall be granted to a carrier, whether private or government-owned or government controlled.
- d. The provisions of subparagraphs (a), (b) and (c) 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 vessels flying flags of any of 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.
- d. The Contracting Parties agree to collaborate on matters related to security, search and rescue on water ways.

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.

PROTOCOL NO. 8

TRANSPORT BY PIPELINE

Article 1: Application

Pursuant to section 9, Article 39 (c) of the Northern Corridor Transport and Development 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: Definitions

For the purposes of this Protocol, and in addition to the definitions 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.

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, Uganda and any future extension thereof .

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 they 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 Section 9, Article 40 (a) of the Northern Corridor Transit 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: Definitions

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; means all personal chattels and includes wares, ores, livestock, merchandise, crops, currencies and other articles offered for transportation.

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: Defenses 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 authorised 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.

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: Definitions

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

Article 4: Recognition of International Conventions

Instruments, documents, standards, guidelines, and

recommendations, contained in international conventions, which include:

- 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 movements 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 Section 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 Transit and Development Corridor 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: Definitions

The definitions to be applied to this Protocol are the definitions 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.
- b. The 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.

AMENDMENTS

A. ENTRY INTO FORCE OF THE AGREEMENT

1. The Northern Corridor Transit and Transport Agreement which was signed on 6th October, 2007 came fully into force on 6 December 2012 after ratification by Contracting Parties.

B. ACCESSION OF THE REPUBLIC OF SOUTH SUDAN

2. The Council of Ministers at its 24th Meeting held in Mombasa, Kenya on 6th December, 2012 approved the accession of the Republic of South Sudan as the sixth Member State of the Northern Corridor following its application for accession of 27th March 2012.

C. AMENDMENT OF ARTICLE 6 OF SECTION 3 OF THE NORTHERN CORRIDOR TRANSIT AND TRANSPORT AGREEMENT ON “ESTABLISHMENT OF THE AUTHORITY”:

3. The Council of Ministers at its 25th Meeting held in Bujumbura on 6th December, 2013 amended the Northern Corridor Transit and transport Agreement and approved the name of the Institution to be as follows: *“Northern Corridor Transit and Transport Coordination Authority (NCTCA)”* and directed the Permanent Secretariat to officially communicate this amendment of Article 6(a) of the Agreement to all the Member States and Development Partners.

4. In this regards, the following words “Northern Corridor Co-ordination Authority” in sub-paragraph (a) of article 6 shall be substituted by ***“NORTHERN CORRIDOR TRANSIT AND TRANSPORT COORDINATION AUTHORITY”*** and wherever they occur in the Northern Corridor Transit and Transport Agreement.

D. AMENDMENT OF SECTION I (ARTICLE 4) OF THE PROTOCOL NO. 2 ON “ROUTES AND FACILITIES”:

5. Following the accession of the Republic of South Sudan to the Agreement, the Executive Committee during the 38th meeting held in Bujumbura directed that the Republic of South Sudan designates its transit routes and Customs Offices for goods transiting its territory to and from the other Member States of the Northern Corridor, in accordance with the protocols 2 and 3 of the Northern Corridor Agreement. This would form part of the 2nd and 3rd Protocols of the Northern Corridor Transit and Transport Agreement 2007.
6. Based on the names of transit routes and customs offices submitted by the Republic of South Sudan, the amendments to the protocols were agreed by the 26th Meeting of the Council of Ministers held in Kigali in the Republic of Rwanda on 19th June 2014.
7. In this regard, the following amendments form the integral part of the Northern Corridor Transit and Transport Agreement 2007.

Article 4: Routes for road traffic

8. The following paragraph shall be inserted after (e).

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:*

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

E. AMENDMENT OF SECTION I (ARTICLE 7) OF THE PROTOCOL NO. 3 ON “CUSTOMS CONTROLS AND OPERATIONS”:

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

9. The following paragraph shall be inserted after (e).

f. The Republic of Southern 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.

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

Offices of destination: Juba, Rumbek, Wau, Bor, Aweil, Bentiu, Malakal, Yambio, Kuwajok.

F. Entry into force of the amendments

10. These amendments shall enter into force in accordance with provisions of article 67 and article 68 of the Northern Corridor Transit and Transport Agreement.

