

AGREEMENT
BETWEEN THE GOVERNMENTS
OF
THE ISLAMIC REPUBLIC OF
AFGHANISTAN
AND
THE ISLAMIC REPUBLIC OF
PAKISTAN

AFGHANISTAN - PAKISTAN
TRANSIT TRADE AGREEMENT,
2010 (APTTA)

Table of contents

Preamble

Section I General Provisions

Article 1: Purpose and Objectives

Article 2: Definitions

Section II Right of Transit

Article 3: Freedom of Transit

Section III Transit Transport Corridors

Article 4: Designation of Transit Transport Corridors

Article 5: Safety of Traffic in Transit

Section IV Facilitation of Transit Trade

Article 6: Provision of Infrastructure and Services

Section V General Conditions for Transport in Transit

Article 7: Maritime Ports

Article 8: Other Ports of Entry/Exit

Article 9: Choice of Means of Transport

Article 10: Licensing of Transport Operators

Article 11: Exchange of Road Traffic Rights

Article 12: Prohibition of Internal Transport and Third Country Transport

Article 13: Railway Transport Operator

Article 14: Commercial Presence

Section VI Requirements for the Admittance of Road Vehicles

Article 15: Admittance of Road Cargo Vehicle in the Other Contracting Parties' Territory

Article 16: Mutual Recognition of Driving License and Vehicle Registration Documents.

Article 17: Technical Requirements of Vehicles

Article 18: Mutual Recognition of Inspection Certificates

Article 19: Third Party Vehicle Insurance Scheme

Article 20: Multiple Entry and Transit Permit

Section VII Customs Control and Other Controls

Article 21: Harmonisation and Simplification of Customs Procedure

Article 22: Phytosanitary and Veterinary Inspection

Article 23: Special Provision on Transport of Perishable Goods

Article 24: Special Provision on Transport of Dangerous Goods

Article 25: Arms, Ammunition and Military Goods,

Article 26: Control of Precursors and Chemical Substances

Article 27: Harmonisation of Customs Controls and Other Controls

Section VIII Documentation and Procedures

Article 28: Documentation and Procedures

Article 29: Publication of Procedures and Regulations

Section IX Duties, Taxes, Charges and Payment Arrangements

Article 30: Customs Duties

Article 31: Temporary Admission of Means of Transport

Article 32: Levies and Charges

Article 33: National Treatment

Section X Afghanistan – Pakistan Transit Trade Coordination Authority.

Article 34: Establishment of Afghanistan Pakistan Transit Trade Coordination Authority

Article 35: Terms of Reference of APTTCA

Article 36: Meetings

Article 37: Decisions of APTTCA

Article 38: Secretariat

Section XI Dispute Settlement Mechanism.

Article 39: Scope and Coverage

Article 40: Cooperation

Article 41: Consultations

Article 42: Establishment of Arbitral Tribunal

Article 43: Composition of Arbitral Tribunal

Article 44: Functions of Arbitral Tribunal

Article 45: Proceedings of Arbitral Tribunal

Article 46: Suspension and Termination of Proceedings

Article 47: Implementation

Article 48: Expenses

Article 49: Focal Points and Service of Documents

Section XII Final Clauses

Article 50: Amendements

Article 51: Effectiveness of Relevant Treaties

Article 52: Non Application of APTTA provisions on Vehicles of Third Country

Article 53: General Exclusions

Section XIII Entry into Force

Article 54: Ratification of the Agreement

Article 55: Suspension of the Agreement

Article 56: Denunciation of the Agreement

Article 57: Protocols

Article 58: Authentic Text

ANNEXES

Annex 1 - International Transit Transport Corridors and Ports of Entry/Exit

Annex 2 - List of Protocols attached to the Agreement

- **Protocol One:** International Carriage by Road of Goods and Baggage in Transit
- **Protocol Two:** Temporary Admission of Vehicles for Commercial Use
- **Protocol Three:** Customs Control and Transit Regime
- **Protocol Four:** Control of Precursors and Chemical Substances used in the Illicit Manufacture of Narcotic Drugs or Psychotropic Substances

PREAMBLE

The Government of the Islamic Republic of Afghanistan and the Government of the Islamic Republic of Pakistan, from here on referred to as the Contracting Parties,

desirous of strengthening the economic ties between their two countries on a mutually beneficial basis,

recognising the right of Afghanistan to freedom of access to the sea as an essential principle for the expansion of its international trade and economic development,

recognizing the importance of the North-South Corridor for Pakistan in relation to trade with Central Asia and for Afghanistan in relation to trade with ECO and SAARC countries,

reiterating their commitment to ensure the smooth, rapid and efficient movement of goods and vehicles between and through the territories of the two countries,

recalling the objectives and principles enunciated in the Convention on High Seas (Geneva 1958) and the ECO Transit Transport Framework Agreement (Almaty, 1998),

recalling further the WTO rules and provisions under the General Agreement on Tariffs and Trade (GATT, 1994, Article V) concerning "Freedom of Transit",

considering that the Afghan Transit Trade Agreement (ATTA) of 1965 does not take into account the current economic realities and the new international transit requirements,

acknowledging the need for effective reciprocal transit services between the two Contracting Parties,

have agreed as follows:

SECTION I

GENERAL PROVISIONS

ARTICLE 1: PURPOSE AND OBJECTIVES

The Contracting Parties agree to facilitate the movement of goods between and through their respective territories and to provide all possible facilities in accordance with the provisions of this Agreement.

The Contracting Parties shall take all necessary measures:

(a) to ensure the efficient and effective administration of transit transport, avoiding unnecessary delays in the movement of goods and commercial vehicles between and through their territories;

(b) to bring about the simplification, transparency and harmonisation of documentation and procedures relevant to traffic in transit;

(c) to promote intermodal freight transport;

(d) to cooperate with a view to minimising the incidence of customs fraud and avoidance; and,

(e) to monitor the trade of controlled chemical substances with the aim of preventing their diversion for illicit purposes.

ARTICLE 2: DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meaning hereby assigned to them:

Authority means the Afghanistan – Pakistan Transit Trade Coordination Authority established by the Contracting Parties for the implementation and monitoring of the Transit Agreement;

Bilateral trade means exchange of goods and services between two countries;

Carriers/transport operators means legal or natural person responsible for the transport of goods by rail, road, either directly or using a third party, and by whom, or in whose name, a contract of carriage for hire or reward has been concluded;

Container means standardised receptacle or loading unit for freight to enable (i) loading and unloading (ii) movements by one or more modes of transport, without intermediate reloading and (iii) locking and sealing;

Control services means the relevant law enforcement authorities and services responsible for carrying out all or part of the controls, other than Customs control, to the importation, exportation or transit of goods which include Medico-sanitary, veterinary, and phyto-sanitary inspections;

Cross border traffic means traffic originating from the territory of one contracting party that ends up in the territory of the other contracting party;

Customs means the Government Service which is responsible for the administration of Customs laws and the collection of import and export duties and taxes and which also has responsibility for the application of other laws and regulations relating, inter alia, to the importation, transit and exportations of goods.

Customs control means measures applied to ensure compliance with the laws and regulations relating to the importation, transit and exportation of goods which the Customs are responsible for enforcing;

Customs transit means procedure through which goods are transported under Customs control from one Customs office of one contracting party to Custom office of other contracting party under suspension of payments of taxes and duties.

Dangerous goods mean goods posing a significant risk to health and environment, security and property when being transported or lying in storage;

Domestic legislation means the entire body of national or local laws and regulations in force in respective countries of the contracting parties;

Examination of goods means the process of physical ascertainment by Customs of nature, origin, condition, quantity and value with reference to transit documents submitted, with understanding that this definition is applicable to only up to 5% of the goods under risk management system.

Custom office means that the Customs administrative unit competent for the performance of the Customs formalities and the premises approved for that purpose by the competent authorities.

Freight forwarder means a natural or legal person having a contract of freight forwarding services with a shipper;

Freight forwarding services means services of any kind relating to the carriage, consolidation, storage, handling, packing or distribution of the goods. They include also services in connection with Customs and fiscal matters, declaring the goods for official purposes, procuring bank guarantee and insurance for the goods and collecting or procuring payment or documents relating to the goods;

Import duties and taxes means Customs duties and all other duties, taxes, and other charges levied in accordance with domestic legislation on, or in connection with, the importation of goods, but not including the cost of services rendered;

Inspection of Goods means the superficial process of confirmation that the marks and numbers of bulk in open cargo and container number and seal number for the containerized cargo are in accordance with the particulars furnished in the Goods Declaration or bill of lading;

International transport means transport between the territories of the two Contracting Parties (bilateral traffic) or through the territory of the other Contracting Party (transit traffic);

Home country means for transport operators, the country of establishment, and for vehicles, the country of registration;

Host country means the country where transportation of goods is performed;

Intermodal freight transport means movement of goods in one and the same loading unit (container) which successively uses two or more different modes of transport, without the goods themselves being handled;

Internal traffic means carriage of goods loaded in the territory of a Contracting Party for unloading at a location within the territory of the same Contracting Party; internal traffic is also referred to as "cabotage";

Means of transport means road vehicles and railway rolling stock;

National treatment means a Contracting Party shall grant treatment to services and service suppliers of the other Contracting Party, no less favourable than that which it accords to its own like services and service suppliers;

Permit means a document, identifiable by the biometric device, whereby the driver and cleaner of a vehicle shall be allowed to cross border,

Port of Entry/Exit means an officially designated location at seaports, Airport and or Customs stations where Customs officers or employees are assigned to accept declarations of merchandise and vehicles, control import & exports, clear passengers, collect duties, and enforce the various provisions of customs, immigration and related laws.

Protocol means a document attached to this Agreement setting out specific technical and administrative arrangements;

Quota means the number of vehicles permits issued annually by the competent authorities of each Contracting Party based on transit transport needs;

Shipper means any natural or legal person by whom or in whose name or on whose behalf a contract of carriage of goods has been concluded with a carrier, or any person by whom or in whose name or on whose behalf the goods are actually delivered to the carrier in relation to the contract of carriage of goods;

Temporary Admission Document (TAD) means a document issued by a competent authority of one Contracting Party that allows vehicles registered in the territory of the other Contracting Party to enter or exit or transit through its territory;

Third country means a country that is not a Contracting Party to this Agreement;

Transit traffic means goods (including unaccompanied baggage) and vehicles in transit across the territory of a Contracting Party, when the passage across such territory, with or without transshipment, or change in the mode of transport, is only a portion of a complete journey which begins and ends beyond the borders of the Contracting Party across whose territory the traffic passes;

Transit country means a country through the territory of which the transit traffic passes;

Transit transport corridor means a route in the respective territories of the Contracting Parties for use by the other Contracting Party for their traffic in transit;

Transport for hire or reward means the carriage for remuneration, of goods, on behalf of third parties;

Transport for own account means a transport operation that is an ancillary activity of an enterprise aimed at moving the goods that are the object of its commercial activity in vehicles owned by the enterprise and operated by its employees;

Transport Operator (TO) means National Carriers who, in conformity with the internal legislation of their country are permitted to carry out international transport operations

between the territories of the Contracting Parties or between his home country and to/from a third country through the territory of the other Contracting Party;

Transport unit: means aircrafts, freight containers of international specifications transported by road, railway wagons or road vehicle including trailers, semi trailers;

Through traffic means the transportation of goods from one point of departure outside the territory of the contracting parties with final destination outside their territory;

Vehicle means any rigid road vehicle, articulated vehicle, unaccompanied trailer or semi trailer;

Medico-sanitary inspection means the inspection exercised for the protection of the life and health of persons, with the exception of veterinary inspection;

Veterinary inspection the sanitary inspection applied to animals and animal products with a view to protecting the life and health of persons and animals, as well as that carried out on objects or goods which could serve as a carrier for animal disease;

Phyto-sanitary inspection means the inspection intended to prevent the spread and the introduction across national boundaries of pests, plants and plant products;

SECTION II

RIGHT OF TRANSIT

ARTICLE 3: FREEDOM OF TRANSIT

1. There shall be freedom of transit through the territory of each contracting party, via the pre-settled routes most convenient for international transit, for traffic in transit to or from the territory of other contracting party. No distinction shall be made which is based on flag of the vessel, the place of origin, departure, entry, exit or destination, or on any circumstances relating to the ownership of goods, vessels or other means of transport

2. If any Contracting Party is of the opinion that some goods or class of goods being allowed in transit are smuggled back in its territory and are hurting the economy, industry or import revenue, it may file a complaint with the Authority, stating its grievances along with facts and figures and damage being caused to the Contracting Party. On receipt of the complaint, the Authority shall convene a meeting within three months of the filing of the complaint and may agree on taking any appropriate measures to address the problem.

SECTION III

TRANSIT TRANSPORT CORRIDORS

ARTICLE 4: DESIGNATION OF TRANSIT TRANSPORT CORRIDORS

1. The routes used for transit traffic through Pakistan and Afghanistan shall include:

- (i) maritime ports in Pakistan;
- (ii) airports in Afghanistan and Pakistan, for air to air transit only;
- (iii) transit rail/ road corridors through Pakistan and Afghanistan; and,
- (iv) land stations between the Contracting Parties, or between one Contracting Party and a third country.

2. Annex 1 to this Agreement on "International Transit Transport Corridors and Ports of Entry and Exit" defines routes and points of entry and exit for the transport of goods in transit. These corridors may be discontinued or new ones added upon mutual written agreement.

ARTICLE 5: SAFETY OF TRAFFIC IN TRANSIT

The Contracting Parties shall take all necessary measures to ensure the safety of traffic in transit along the transit routes specified in Annex 1 to this Agreement.

SECTION IV

FACILITATION OF TRANSIT TRADE

ARTICLE 6: PROVISION OF INFRASTRUCTURE AND SERVICES

1. The Contracting Parties agree to build or upgrade the required infrastructure as listed under Annex 1 to this Agreement in accordance with international best practices and standards.

2. The Contracting Parties, with a view to ensuring the clearance of transit traffic without delay, agree:

- a. to maintain or establish related infrastructure and Custom clearance facilities, within their national jurisdiction, physically adjacent, to each other as far as possible, so as to facilitate the inspection of the means of transport and their cargoes.
- b. to cooperate in order to gradually achieve "coordinated controls" by which the officials of the Contracting Parties will carry out their inspection jointly and simultaneously;

- c. to ensure that adequate human resources are made available for the speedy completion and clearance of border formalities, such as immigration, Customs, and other controls and inspections;
- d. to coordinate the hours of operation of their adjacent Custom stations;
- e. to provide facilities for priority clearance of commercial vehicles with the appropriate transit permits;
- f. to provide adequate and secure parking space for container trucks and other vehicles awaiting clearance; and
- g. to provide and maintain rapid and reliable telecommunication services.

SECTION V

GENERAL CONDITIONS FOR TRANSPORT IN TRANSIT

ARTICLE 7: MARITIME PORTS

1. The Government of the Islamic Republic of Pakistan guarantees the Islamic Republic of Afghanistan, the right to use the ports of Karachi, Port Qasim, and Gwadar Port, for the movement of goods in transit to and from Afghanistan in accordance with the official tariffs, rates and conditions applicable to other users of the ports without any discrimination.
2. Adequate sheds and spaces shall be made available for goods in transit to and from Afghanistan to accommodate the required traffic.
3. For dangerous goods, separate arrangements for storage shall be made available.

ARTICLE 8: OTHER PORTS OF ENTRY/EXIT

1. The Government of the Islamic Republic of Afghanistan agrees to provide at the Afghan Ports of Entry/Exit listed under Annex 1 Section 1 the same facilities as mentioned under Articles 6 and 7 above and under Annex 1 Section 2 of this Agreement.
2. The Government of the Islamic Republic of Pakistan similarly agrees to provide at the Pakistani Ports of Entry/Exit listed under Annex 1 Section 1 the same facilities as mentioned under Articles 6 and 7 above and under Annex 1 Section 2 of this Agreement.

ARTICLE 9: CHOICE OF MEANS OF TRANSPORT

The Contracting Parties agree to permit:

- a. shippers to select, according to their needs, the mode and means of transport to be used for traffic in transit within the territory of the other Contracting Party;
- b. all vehicles to remain within the specified routes of the territory of the other Contracting Party and to exit the same within specified time. In case of force majeure or breakdown, accident of vehicle, the time may be extended by the permit issuing authority of the host country.

ARTICLE 10: LICENSING OF TRANSPORT OPERATORS

1. The Contracting Parties agree to harmonise and facilitate the requirements necessary for the carriage of goods into/from and through their own territories.
2. National Transport Operators in order to undertake international transport operations shall be licensed by the Contracting Party where they are commercially registered, according to the criteria set out in Protocol One to this Agreement - *Section II "Criteria for Licensing Road Transport Operators for International Carriage of Goods in Transit"*.

ARTICLE 11: EXCHANGE OF ROAD TRAFFIC RIGHTS

1. The national transport operators licensed for international transport operations in one of the Contracting Parties according to Article 10 shall be entitled to apply for Temporary Admission Document, in order to undertake transport operations of goods in transit to/from/through the territory of the other Contracting Party in accordance with Protocol One and Two of this Agreement.
2. Two types of transit Temporary Admission Document shall be issued as per procedure laid down in Protocols-One and Two:
 - a. Temporary Admission Document for transit traffic rights for the goods imported or exported by sea for transportation, through the territories of one or both the Contracting Parties;
 - b. Temporary Admission Document for transit rights for the goods not imported or exported by sea, i.e. to go through the territory of the other Contracting Party to pick up and deliver cargo to/from a third country provided both the Contracting Parties have Transport Agreement with the Third Country;
3. The Contracting Parties may agree to set up a quota system when issuing transit Temporary Admission Document to respect a fair share of traffic between the two Contracting Parties.
4. The vehicles carrying the Transit Cargo will be allowed to carry the return transit cargo from the territory of the other Contracting Party.

ARTICLE 12: PROHIBITION OF INTERNAL TRANSPORT AND THIRD COUNTRY TRANSPORT

Unless specific permission has been obtained from the relevant authorities of the concerned Contracting Party, means of transport registered in one Contracting Party shall be prohibited from carrying:

- a. goods loaded at a point in the territory of the other Contracting Party for delivery at any other point in that territory (cabotage)
- b. goods from/to another country (third country) than the Operators home and these to be delivered/picked up to/from the territory of the other Contracting Party.

ARTICLE 13: RAILWAYS TRANSPORT OPERATOR

1. The Contracting Parties shall extend national treatment to the transit goods by Railways.
2. The movement of Transit goods will be made as per Railways Rules & Regulations of the country through which the goods are in Transit.
3. In case a need arise for a separate Protocol on Railways, Contracting parties shall discuss and draft a new Protocol.

ARTICLE 14: COMMERCIAL PRESENCE

Subject to Domestic legislation and clearance from the concerned authorities, the Contracting Parties agree to grant permission to freight forwarders and transport operators of the other Contracting Party to establish offices in their respective territories for the purpose of operating activities related to trade in transit. This permission of commercial presence shall be granted on the basis of reciprocity.

SECTION VI

REQUIREMENTS FOR THE ADMITTANCE OF ROAD VEHICLES

ARTICLE 15: ADMITTANCE OF ROAD CARGO VEHICLE IN THE OTHER CONTRACTING PARTIES' TERRITORY

The Contracting Parties shall admit to their territory vehicles whether left-hand or right-hand drive, (operated commercially), registered in the other Contracting Party, in accordance with the rules set out in Protocol One to this Agreement - *Section One Technical Requirements for The Admittance of Road Vehicles*.

ARTICLE 16: MUTUAL RECOGNITION OF DRIVING LICENSE AND VEHICLE REGISTRATION DOCUMENTS

The Contracting Parties shall recognize domestic driving licenses, vehicle registration documents and vehicle license plates that are issued by the competent authorities of the other Contracting Party.

ARTICLE 17: TECHNICAL REQUIREMENTS OF VEHICLE

Road transport vehicles shall conform to the technical requirements regarding dimensions, maximum weights and loads, emission standards and related matters with a view to harmonization and the establishment of common standards specified in Protocol One to this Agreement - *Section One "Technical Requirements for the Admittance of Road Vehicles."*

ARTICLE 18: MUTUAL RECOGNITION OF INSPECTION CERTIFICATE

1. Each Contracting Party undertakes to institute periodic inspection of road vehicles and other means of transport registered on its own territory and used for transit transport

operations to ensure that they are in good working conditions and meet required safety standards;

2. The Contracting Parties shall recognize periodic inspection certificates of road vehicles and other means of transport used for transit transport operations issued by the other Contracting Party.

ARTICLE 19: THIRD PARTY VEHICLE INSURANCE SCHEME

1. Road vehicles traveling to the territory of the other Contracting Party shall comply with requirements for compulsory third party vehicle liability insurance in the host country.

2. The Contracting Parties shall take all steps necessary to ensure that their motor vehicles registered in their respective territories have insurance that covers third party liability incurred in the course of transit traffic.

ARTICLE 20: MULTIPLE ENTRY TRANSIT PERMIT

1. The Contracting Parties shall, in accordance with their respective laws, rules and regulations, grant multiple entry permit valid for a period of six months each stay not exceeding 15 days to the drivers of the vehicles and the persons engaged in international transit traffic operations who are subject to permit requirements;

2. In exceptional cases when the permit expires while the driver holding the permit is in the Contracting State, the permit holder may refer to the Ministry of Interior and extend his/her permit. Conditions pertaining to Article 10.2 apply here as well.

3. Procedures for granting of permit, mentioned in paragraph 1 above, shall be simplified including reducing the number of documents required for the procurement of such permit.

4. Any change in validity of permit or period of stay shall be decided by APTTCA.

SECTION VII

CUSTOMS CONTROL AND OTHER CONTROLS

ARTICLE 21: HARMONISATION AND SIMPLIFICATION OF CUSTOMS PROCEDURES

1. The Contracting Parties agree that all cargo to be transited through Pakistan and Afghanistan in:

- a. containers of international specifications;

- b. for a period of three year the cargo shall be allowed in internationally acceptable and verifiable standard of sealable trucks;
 - c. oversize and bulk cargo (not imported in containers--like ship load) shall be transported in open trucks or other transport units;
 - d. Export of perishable goods in transit (like fruits and vegetable etc) shall be transported in open trucks or other transport units.
2. in case of bulk or oversized cargo, which cannot be placed in sealed containers, other means of transport sufficiently secured for Customs and transit control purposes shall be used.
3. to limit Customs controls on the means of transport and goods in transit passing through their territories to the minimum required level to ensure compliance with the laws and regulations that the Customs is responsible to enforce;
4. up to 5% of containers arriving at port of entry will be subject to examination under the risk management system. No further inspection is allowed en route unless irregularity is suspected as provided in the Revised Kyoto Convention, 1999.
5. to encourage cooperative arrangements between their Customs services in order to ensure speedy customs clearance with minimum delay to transit traffic;
6. to accept mutual recognition of checks and findings undertaken by their respective Customs officials;
7. to be guided, whenever possible, by the standards and recommended practices of the *International Convention on the Simplification and Harmonisation of Customs Procedures (Revised Kyoto Convention, 1999)*;
8. to implement the provisions specified in Protocol III to this Agreement on *Customs Control and Transit Regime*;
9. to authorize the importation of containers without the payment of duties and taxes subject to re-exportation and other conditions laid down in the *Customs Convention on Containers (Geneva, 1972)*.

ARTICLE 22: PHYTOSANITARY AND VETERINARY INSPECTION

The Contracting Parties may be guided by the multilateral agreements signed under the umbrella of: the World Health Organisation, Food and Agriculture Organisation and World Organisation of Animal Health and other related international organizations in applying inspection of goods crossing the border viz phyto-sanitary and veterinary inspection.

ARTICLE 23: SPECIAL PROVISION ON TRANSPORT OF PERISHABLE GOODS

1. Subject to the provisions of this Agreement, the Contracting Parties shall endeavour to facilitate and speed up the transport of perishable goods and to grant a priority regime for border crossing clearance formalities to avoid undue delays.
2. The Contracting Parties agree to define phyto-sanitary measures and Customs requirements to allow direct transport of perishable goods without transshipment.

ARTICLE 24: SPECIAL PROVISION ON TRANSPORT OF DANGEROUS GOODS.

1. The Contracting Parties agree to take into account the provisions of the *European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR-1957, Geneva as amended 2007)* for transit and cross border movements of dangerous goods.
2. The term Dangerous Goods are those substances and articles that are referred to as "Dangerous Goods" in Annexes A (General provisions and provisions concerning dangerous articles and substances) and B (Provisions concerning transport equipment and transport operations) of the ADR.

ARTICLE 25: ARMS; AMMUNITIONS AND MILITARY GOODS

This Agreement shall exclude the transit of arms, ammunition and military equipments unless agreed upon by the two Contracting Parties.

ARTICLE 26: CONTROL OF PRECURSORS AND CHEMICAL SUBSTANCES

The Contracting Parties agree to set out measures to strengthen their administrative cooperation to prevent the diversion of substances used in the illicit manufacture of narcotic drugs or psychotropic substances as defined in Protocol Four to this Agreement on *Control of Precursors and Chemical Substances* used in the Illicit Manufacture of Narcotic Drugs or Psychotropic Substances.

ARTICLE 27: HARMONISATION OF CUSTOMS CONTROLS AND OTHER CONTROLS

The Contracting Parties agree to harmonise border facilities for goods in transit as per international best practices. In particular, the Contracting Parties agree to make every effort to ensure that:

- (a). Controls other than Customs controls of goods and vehicles in transit, by the relevant authorities responsible for the enforcement of applicable laws and regulations, shall be carried out in a harmonised manner with customs controls, simultaneously if possible, or with the minimum delay;
- (b). Customs authorities may, through explicit delegation of powers by other control services, carry out on their behalf, all or part of the control for which these services are responsible. In this case, the relevant services will ensure that the Customs have the required means in terms of training, information and equipment to conduct properly these controls.

SECTION VIII

DOCUMENTATION AND PROCEDURES

ARTICLE 28: DOCUMENTATION AND PROCEDURES

1. The Contracting Parties recognize that documentation and processing procedures can be costly and time consuming affecting the efficiency of transit operations, and that efforts should be made to reduce these costs and delays.

2. The Contracting Parties, therefore, agree to make effort:

- a. to limit the number of documents and reduce, procedures and formalities required for traffic in transit;
- b. to harmonize, as much as possible, codes and descriptions of commodities commonly used in international trade;
- c. to consolidate procedures and documentation so that transit traffic will not be subjected to redundant requirements;
- d. to periodically review the necessity and usefulness of all documents and procedures prescribed for transit traffic;
- e. to adopt a risk management approach for transit traffic in order to reduce delays;
- f. to establish a Customs Transit System, including a Customs Guarantee Coverage, for the cargo as mutually agreed;
- g. to align their documents to the United Nations Layout Key (UNLK) for trade documents.

3. The documentation and procedures to be applied by the Contracting Parties in the implementation of this Transit Customs Regime are specified in Protocol Three attached to this Agreement on "Customs Control and Transit Regime".

ARTICLE 29: PUBLICATION OF PROCEDURES AND REGULATIONS

The Contracting Parties agree:

- a. to give due advance notice to the other Contracting Party of any additional requirement or modification in prescribed documentation and procedures to be introduced with regard to traffic in transit;
- b. to establish one or more enquiry points where traders and transporters may acquire specific information on relevant measures that affect traffic in transit. In particular, information shall be made available relating to Customs inspection, and on the certificates and documents required for fulfilling the Customs formalities.

SECTION IX

DUTIES, TAXES, CHARGES AND PAYMENT ARRANGEMENTS

ARTICLE 30: CUSTOMS DUTIES

The Contracting Parties agree that no customs duties and taxes shall be levied on goods in transit regardless of their destination and purpose.

ARTICLE 31: TEMPORARY ADMISSION OF MEANS OF TRANSPORT

1. The Contracting Parties agree to grant temporary admission to means of transport which is used or intended to be used, for the carriage of goods under the Customs transit regime through their territories.

2. In particular, motor vehicles (and the fuel contained in its standard supply tanks, its lubricants, maintenance supplies and spare parts in reasonable quantities) shall enter in the territory of the other Contracting Party without payment of import duties and other taxes, subject to the conditions laid down in Protocol Two to this Agreement on "*Temporary Admission of Road Vehicles for Commercial Use*". Provided that no duty/tax credit shall be allowed in respect of goods supplied or services rendered to the vehicles of the other Contracting Party.

ARTICLE 32: LEVIES AND CHARGES

1. Each Contracting Party may levy charges, generally applicable for all traffic in the territories of the Contracting Parties, including fees for weighment, scanning and sealing by customs officials; toll for the use of roads, bridges, tunnels and parking, or those commensurate with the administrative expenses which result from traffic in transit, or with the costs of services rendered.

2. All charges imposed on traffic in transit shall be reasonable and applied in a non-discriminatory manner.

ARTICLE 33: NATIONAL TREATMENT

The Contracting Parties agree that:

- a. in the National Legislations, rules and procedures affecting transit traffic treatment applied to the transporters from the other Contracting Party shall be no less favourable than applied to their own like services and service providers;
- b. any charges, expenses or financial obligations incurred with regard to the means of transport and labour used for transit operations, administrative expenses entailed, or actual cost of services rendered, shall be calculated on the same basis as those for similar domestic transport operators.

SECTION X

AFGHANISTAN PAKISTAN TRANSIT TRADE COORDINATION AUTHORITY

ARTICLE 34: ESTABLISHMENT OF AFGHANISTAN PAKISTAN TRANSIT TRADE COORDINATION AUTHORITY

1. Afghanistan Pakistan Transit Coordination Authority (APTTCA) shall be established for monitoring, facilitating, and effective implementation of this Agreement.
2. The Authority shall be co-chaired by the Deputy Minister of Commerce and Industries, Government of Afghanistan and Secretary Commerce, Government of Pakistan.
3. The Authority shall consist of an equal number of representatives from:
 - a. the stakeholders ministries or similar agencies of Contracting Parties
 - b. private sector including Joint Chambers of Commerce and Industry, freight forwarders, and road transporters
 - c. Co-chairs may co-opt any other or invite anyone as special invitee as and when required.
4. The Authority shall frame its own rules of business.

ARTICLE 35: TERMS OF REFERENCE OF APTTCA

1. The Authority shall deal with all matters related to transit trade and transport in the context of APTTA, and in particular will undertake the following tasks:
 - a. monitor effective implementation of this Agreement;
 - b. ensure uniform interpretation and application of this Agreement by both Parties;
 - c. Formulate measures to address/ curb un-authorized trade.
 - d. Monitor implementation and effectiveness of measures adopted to curb un-authorized trade;
 - e. resolve disputes that may arise regarding the interpretation or implementation of APTTA
 - f. authorize studies on issues related to transit trade;
 - g. consider any other matter for smooth operation of this Agreement.

2. The Authority shall submit reports of its meetings to the Pak - Afghan Joint Economic Commission.

ARTICLE 36: MEETINGS

1. The Authority shall meet once every six months alternately in the territory of each of the Contracting Parties.

2. At the request of a Contracting Party, the Authority may hold extraordinary meetings.

3. Each Contracting Party shall bear the cost for the participation of its delegation at regular and extraordinary meetings of the Authority.

ARTICLE 37: DECISIONS BY THE AUTHORITY

Decisions by the Authority shall be taken by consensus of both parties.

ARTICLE 38: SECRETARIAT

The Ministries of Commerce of the respective Contracting Parties shall provide secretarial services in their respective countries.

SECTION XI

DISPUTE SETTLEMENT MECHANISM

ARTICLE 39: SCOPE AND COVERAGE

1. Unless otherwise provided for in this Agreement, the provisions of this Section shall apply to the settlement of disputes between the Parties concerning the interpretation or implementation of this Agreement.

2. The rules, procedures and time frames set out in this Section may be waived, varied or modified by mutual agreement.

3. Arbitral tribunals appointed under this Section shall interpret and apply the provisions of this Agreement in accordance with customary rules of interpretation of public international law.

ARTICLE 40: COOPERATION

The Parties through APTTCA shall at all times endeavour to agree on the interpretation and implementation of this Agreement through cooperation to arrive at a mutually satisfactory resolution of any matter that might affect its operation.

ARTICLE 41: CONSULTATIONS

1. A Party may request consultations with the other Party with respect to any matter affecting the interpretation or implementation of this Agreement which cannot be

resolved by the APTTCA. A Party may make the request to the other Party if the Party considers that:

2. If a Party requests consultations with regard to a matter, the other Party shall reply promptly to the request for consultations.
3. Any request for consultations shall be submitted in writing and shall give the reasons for the request, including identification of the measures at issue and an indication of the factual and legal basis of the complaint. Each Party shall also:
 - a. provide sufficient information to enable a full examination of how the measure might affect the operation of this Agreement; and
 - b. treat as confidential any information exchanged in the consultations which the other Party has designated as confidential.
4. The Party to which the request is made pursuant to this Article shall reply to the request within 10 days after the date of receipt of the request and shall enter into consultations within 30 days after the date of receipt of the request, with a view to reaching a mutually satisfactory solution.

ARTICLE 42: ESTABLISHMENT OF ARBITRAL TRIBUNALS

1. The Party which made the request for consultations in accordance with Article 41 may make a written request to the other Party to establish an arbitral tribunal under this Article provided:
 - a. the Party to which the request is made does not reply to the request within 10 days after its receipt, or does not enter into such consultations within 30 days after the date the receipt of the request under Article 41; or
 - b. such consultations fail to resolve the dispute within 60 days after the date of receipt of the request for consultations.
2. The request to establish an arbitral tribunal shall include an identification of the measures at issue and an indication of the factual and legal basis of the complaint.

ARTICLE 43: COMPOSITION OF ARBITRAL TRIBUNALS

1. Each Party shall, within 30 days after the date of receipt of the request for the establishment of an arbitral tribunal, appoint one arbitrator who may be a national of its country and propose up to three candidates to serve as the third arbitrator who shall be the Chair of the arbitral tribunal. The third arbitrator shall not be a national of the country of either Party, nor have his or her usual place of residence in the country of either Party, nor be employed by either Party, nor have dealt with the dispute in any capacity.
2. Both Parties shall agree on and appoint the third arbitrator within 45 days after the date of receipt of the request for the establishment of an arbitral tribunal. If the Parties fail to agree on the third arbitrator the parties shall request the two arbitrators appointed pursuant to Paragraph 1 of this Article to appoint the third arbitrator. If the two arbitrators fail to appoint the third arbitrator within 10 days, the parties shall consult each other in

order to jointly appoint the third arbitrator within a further period of 30 days. If the two parties do not agree on the appointment of the third arbitrator two names of non-national and non-residents shall be proposed by each sides. The third arbitrator shall be selected by drawing lots from the four proposed names.

3. If an arbitrator or the Chair appointed under this Article resigns or becomes unable to act, a successor arbitrator or Chair shall be appointed in the same manner as prescribed for the appointment of the original arbitrator or Chair, and the successor shall have all the powers and duties of the original arbitrator.

4. The date of establishment of an arbitral tribunal shall be the date on which the third arbitrator is appointed.

ARTICLE 44: FUNCTIONS OF ARBITRAL TRIBUNALS

1. The function of an arbitral tribunal is to make an objective assessment of the dispute before it, including an examination of the facts of the case and the applicability of, and conformity with this Agreement and make an Award.

2. The arbitral tribunal shall, in consultation with the Parties and apart from the matters set out in Article 41 regulate its own procedures in relation to the rights of Parties to be heard and its deliberations.

ARTICLE 45: PROCEEDINGS OF ARBITRAL TRIBUNALS

The arbitral tribunal shall determine its own rules of procedures keeping in view WTO' Understanding on Rules and Procedures governing the Settlement of Disputes.

ARTICLE 46: SUSPENSION AND TERMINATION OF PROCEEDINGS

1. The Parties may agree to terminate the proceedings before an arbitral tribunal established under this Agreement at any time by jointly notifying the Chair of the arbitral tribunal to this effect.

2. Before the arbitral tribunal makes its decision, it may at any stage of the proceedings propose to the Parties that the dispute be settled amicably.

ARTICLE 47: IMPLEMENTATION

1. On receipt of the award of the arbitral tribunal, the Parties shall resolve the dispute accordingly, the award being final.

2. The arbitral tribunal shall provide its report to the Parties within 30 days after the date of the referral of the matter to it. When the arbitral tribunal considers that it cannot provide its report within this timeframe, it shall inform the Parties in writing of the reasons for the delay and shall submit its report within 45 days after the date of referral of the matter to it.

ARTICLE 48: EXPENSES

Each Party shall bear the costs of its appointed arbitrator and its own expenses and legal costs. The costs of the Chair of the arbitral tribunal and other expenses associated with the conduct of its proceedings shall be borne in equal parts by both Parties.

ARTICLE 49: FOCAL POINTS AND SERVICE OF DOCUMENTS

Both parties shall designate a focal point for this section. Any request, acknowledgement, written submission or other document relating to the dispute settlement procedures in this section shall be delivered to the relevant Party through its designated focal point.

SECTION XII

FINAL CLAUSES

ARTICLE 50: AMENDMENTS

This Agreement may be amended by mutual consent of the contracting parties. Such amendment shall be approved by the parties in accordance with their respective legal and constitutional procedures and enter into force on agreed date.

ARTICLE 51: EFFECTIVENESS OF RELEVANT TREATIES

None of the provisions stipulated in this Agreement shall affect the rights and obligations of a Contracting Party arising from existing international treaties and conventions to which it is a Contracting Party.

ARTICLE 52: NON-APPLICATION OF APTTA PROVISIONS ON VEHICLES OF THIRD COUNTRY

The provisions under this Agreement shall not be extended to road transport vehicles registered in a third country that use the roads of one Contracting Party or which are involved in the transportation of goods of one Contracting Party into the territory of the other Contracting Party, unless the third country has concluded a road transport agreement with both Contracting Parties.

ARTICLE 53: GENERAL EXCLUSIONS

The contracting parties agree to ensure that no measure taken under the agreement could risk harming or destroying (i) public morals; (ii) human, animal and plant life; (iii) national treasures; (iv) security of its own territory; and (v) any other interests as mutually agreed upon.

SECTION XIII

ENTRY INTO FORCE

ARTICLE 54: RATIFICATION OF THE AGREEMENT

1. This Agreement, future amendments and all its Annexes and Protocols are subject to simultaneous ratification by the Governments of both Contracting Parties, and the Instruments of Ratification or Acceptance shall be exchanged at Kabul and Islamabad.
2. This Agreement shall enter into force on the thirty first day after the date of receipt of the instruments of ratification.
3. This Agreement shall remain in force for five years from the date it comes into force.
4. This Agreement shall be automatically renewed for a further period of five years thereafter, subject to such modification as may be agreed upon, unless terminated by either Contracting Party in accordance with article 56 below.
5. From the date of its entry into force, this Agreement shall supersede the Afghan Transit Trade Agreement (ATTA, 1965) and all its Annexes.

ARTICLE 55: SUSPENSION OF THE AGREEMENT

1. The Contracting Parties agree to implement the provisions of this Agreement in the spirit of mutual benefit and cooperation.
2. Either Contracting Party may temporarily suspend the application of the Agreement, only in case of *force majeure* or emergencies affecting public health, public order and national security.
3. The Contracting Party shall inform the other Contracting Party before such suspension, which shall end as soon as the situation returns to normal.

ARTICLE 56: DENUNCIATION OF THE AGREEMENT

1. This Agreement may be denounced by either Contracting Party on the basis of valid justifications thereto, after one year from the date of its entry into force, by means of written notification addressed to the other Contracting Party.
2. The denunciation shall take effect six months after its notification.

ARTICLE 57: PROTOCOLS

1. The Protocols referred to in this Agreement are an integral part of the Agreement.
2. After signing the agreement and its protocols, if additional amendments are required to the agreement and existing protocols or if additional protocols are needed, the negotiation of the same will not affect the enforcement and implementation of the Agreement with its Protocols in its current form.
3. The Contracting Parties may adopt additional protocols to this Agreement to be prepared through APTTCA.

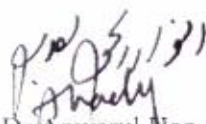
ARTICLE 58: AUTHENTIC TEXT

The present Agreement is submitted for signature in two originals, in English and Dari languages. In case of dispute, the English version shall prevail.

In Witness whereof the undersigned, being duly authorized thereto by their respective Governments, have signed, the present Agreement.

Done at Kabul, Afghanistan on this 28th day of October in the year 2010

For the Government of the
Islamic Republic of Afghanistan

A handwritten signature in black ink, appearing to be in Urdu or Persian script, with a stylized 'A' and 'H'.

Dr. Anwarul Haq Ahady
Minister for Commerce and Industries

For the Government of the
Islamic Republic of Pakistan

A handwritten signature in black ink, appearing to be in Urdu or Persian script, with a stylized 'M' and 'F'.

Makhdoom Muhammad Amin Fahim
Minister for Commerce

ANNEXES

Annex 1 - International Transit Transport Corridors and Ports of Entry/Exit

Annex 2 - List of Protocols Attached to the Agreement

INTERNATIONAL TRANSIT TRANSPORT CORRIDORS AND PORTS OF ENTRY/EXIT

Article 1: Content of the Annex

Pursuant to Article 4 of the Afghanistan-Pakistan Transit Trade Agreements (APTTA, 2010) to which this Annex is attached and forms an integral part, the Contracting Parties agree to designate the international transit transport routes and the port of entry/exit at border points on their respective territories and to make available the facilities specified in Section 2 for use in connection with such traffic.

Article 2: Transit Transport Corridors

Transit Transport corridors means the routes on their respective territories for use by the other Contracting Party for their traffic in transit including to third countries.

Article 3: Designation of Transit Transport Corridors

For the passage of traffic in transit by rail, road and air to air through Pakistan and by road, rivers, air to air and rail through Afghanistan, the two governments designate the following international transit transport corridors with Ports of Entry/Exit at maritime port, international airports and land border stations with approved Customs offices for carrying out Customs transit Regimes and in particular TIR procedures when operational.

SECTION 1: DESIGNATION OF TRANSIT TRANSPORT CORRIDORS

PORT OF ENTRY/EXIT

PORT OF EXIT/ENTRY

In PAKISTAN

FROM/TO

TO/FROM

By way of rail and road

1. Port of Karachi/Port QasimPeshawar/Azakhel (rail terminal)..
Torkkham
2. Port of Karachi / Port QasimChaman (rail terminal) .. Spin Boldak

By way of road

1. Port of Karachi/ Port Qasim..... Torkham
2. Port of Karachi/ Port Qasim/Gwadar Port Chaman/Spin Boldak
3. Port of Karachi / Port Qasim/Gwadar Port..... Ghulam Khan*

4. Torkham Sost/Tashkurgan
5. From TorkhamTo Wagha**
6. From Chaman To Wagha**

* This route will become operational on a later date to be agreed mutually.

** Pakistan will facilitate Afghan exports to India through Wagah. Afghan trucks will be allowed access on designated routes up to Wagah. Afghan cargo will be off loaded on to Indian trucks back to back at Wagah and the trucks on return will not carry Indian Exports.

In AFGHANISTAN

FROM/TO

TO/FROM

By way of rail and road

1. Hairatan (with Uzbekistan)Torkham/Spin Boldak
2. Torghundi (with Turkmenistan)..... Torkham/Spin Boldak

By way of road

1. Ai Khanum (with Tajikistan)Torkham/Spin Boldak/Ghulam Khan*
2. Sher Khan Bandar (with Tajikistan)Torkham/Spin Boldak/Ghulam Khan*
3. Hairatan (with Uzbekistan)..... Torkham/Spin Boldak/Ghulam Khan*
4. Aqina (with Turkmenistan)..... Torkham/Spin Boldak/Ghulam Khan*
5. Torghundi (with Turkmenistan)Torkham/Spin Boldak/Ghulam Khan*
6. Islam Qala (with Iran) Spin Boldak/Torkham /Ghulam Khan*
7. Zaranj (with Iran)Spin Boldak/Torkham /Ghulam Khan*

* The route of Ghulam Khan will become operational on a later date to be agreed mutually.

Article 4 : Afghan trucks:

Afghan trucks will be allowed to carry Afghan transit export cargo on designated routes upto Pakistani sea ports and Wagah.

Article 5: Designation of Transit Transport Routes

For the passage of traffic in transit by road through Pakistan and Afghanistan, the Contracting parties designate the following international transit transport routes:

In Pakistan:

1. Karachi/Port Qasim – Hyderabad – Sukkur - Multan – Faisalabad – Pindi Bhattian - Rawalpindi – Azakhel - Peshawar - Jamrud Terminal - Torkhum
2. Karachi/Port Qasim – Hyderabad - Rotodero – D.G. Khan – D.I. Khan – Kohat – Azakhel - Peshawar – Jamrud Terminal – Torkhum
3. Karachi – Bela – Khuzdar - Kalat – Quetta – Chaman Terminal
4. Karachi/Port Qasim - Hyderabad - Rotodero – D.G. Khan – D.I. Khan – Kohat – Bannu – Meram Shah – Ghulam Khan*
5. Gwadar – Pasni – Ormara – Liari – Khuzdar - Kalat – Quetta – Chaman Terminal
6. Gwadar – Turbat – Hoshab – Panjgur – Naag – Besima – Sorab – Kalat – Quetta – Chaman Terminal
7. Gwadar – Pasni – Ormara – Liari - Karachi – Rotodero – D.I. Khan – Kohat – Peshawar – Jamrud Terminal -Torkhum
8. Gwadar – Turbat - Hoshab - Panjgur – Naag – Besima - Khuzdar – Rotodero – D.I. Khan – Kohat – Peshawar – Jamrud Terminal –Torkhum
9. Gwadar – Pasni – Ormara – Liari - Karachi – Rotodero – D.I. Khan – Kohat – Bannu – Meram Shah – Ghulam Khan*
10. Gwadar – Turbat – Hoshab – Panjgur – Naag – Besima – Khuzdar – Rotodero – D.I. Khan – Bannu – Meram Shah – Ghulam Khan*
11. Gwadar – Turbat – Hoshab – Panjgur – Naag – Kalat – Quetta – Zhob – Meram Shah – Ghulam Khan*
12. Torkham-Jamrud Terminal-Peshawar (Motorway M-1)-Rawalpindi/Islamabad (Motorway M-2) – Lahore – Wagha **
13. Khunjrab – Sost – Chilas – Mansehra – Hasanabdal – Peshawar – Jamrud Terminal – Torkham

* These routes will become operational on a later date to be agreed mutually.

** Pakistan will facilitate Afghan exports to India through Wagha. Afghan trucks will be allowed access on designated routes up to Wagah. Afghan cargo will be off loaded on to Indian trucks back to back at Wagha and the trucks on return will not carry Indian Exports.

In Afghanistan

1. Torkham – Kabul – Polekhumri – Ai Khanem (with Tajikistan)
2. Torkham – Kabul – Polekhumri– Sher Khan Bandar (with Tajikistan)
3. Torkham – Kabul – Polekhumri –Nayeb Abad – Hairatan (with Uzbekistan)
4. Torkhum – Kabul – Polekhumri – Mazar-i-Sharif – Aqina (with Turkmenistan)
5. Torkham – Kabul – Polekhumri – Mazar-i-Sharif – Torghundi (with Turkmenistan)
6. Torkham – Sarubi – Mahmmud Raqqi – Polekumri Ai Khanum (with Tajikistan)*
7. . Torkham – Srubi - Mahmmud Raqqi – Jabilsiraj - Polekhumri - Sher Khan Bandar (with Turkmenistan) *
8. Torkham – Srubi - Mahmmud Raqqi – Polekhumri – Nayeb Abad Hairatan (with Uzbekistan)*
9. Torkham – Srubi - Mahmmud Raqqi – Jabilsiraj - Polekhumri – Mazar-i-Sharif - Aqina (with Turkmenistan)*
10. Torkham – Srubi - Mahmmud Raqqi – Jabilsiraj - Polekhumri – Mazar-i-Sharif - Torghundi (with Turkmenistan)*
11. Ghulam Khan – Kabul – Polekhumri – Ai Khanem (with Tajikistan)*
12. Ghulam Khan – Kabul – Polekhumri– Sher Khan Bandar (with Tajikistan)*
13. Ghulam Khan – Kabul – Polekhumri –Nayeb Abad – Hairatan (with Uzbekistan)*
14. Ghulam Khan – Kabul – Polekhumri – Mazar-i-Sharif – Aqina (with Turkmenistan)*
15. Ghulam Khan – Kabul – Polekhumri – Mazar-i-Sharif – Torghundi (with Turkmenistan)*
16. Durah Pass-Iskatul-Gulkhana-Ishkashim (with Tajikistan)*
17. Darkot –Broghil Pass-Sarhad-Ishkashim (with Tajikistan)*

* These routes will become operational on a later date to be agreed mutually.

18. Spin Boldak – Kandahar – Dilaram – Herat - Toraghondi (with Turkmenistan)
19. Spin Boldak – Kandahar – Dilaram – Herat – Islam Qila (with Iran)
20. Spin Boldak – Kandahar – Dilaram – Zaranj (with Iran)

21. Spin Boldak –Kandhar-Kalat-Ghazni- Kabul – Polekhumri – Ai Khanem (with Tajikistan)
22. Spin Boldak –Kandhar-Kalat-Ghazni – Kabul – Polekhumri– Sher Khan Bandar (with Tajikistan)
23. Spin Boldak –Kandhar-Kalat-Ghazni – Kabul – Polekhumri –Nayeb Abad – Hairatan (with Uzbekistan)
24. Spin Boldak –Kandhar-Kalat-Ghazni – Kabul – Polekhumri – Mazar-i-Sharif – Aqina (with Turkmenistan)
25. Spin Boldak –Kandhar-Kalat-Ghazni – Kabul – Polekhumri – Mazar-i-Sharif – Torghundi (with Turkmenistan)

SECTION 2: FACILITIES ALONG DESIGNATED TRANSIT TRANSPORT ROUTES

Article 6: Facilities for road traffic

The Contracting Parties agree to make available, whenever possible, the following facilities for road traffic in transit, as specified in Section 1 of Annex 1 of this Agreement, against payment of costs for effects and provisions acquired and charges for the services rendered, according to the rates that apply to the nationals of the country in which the facilities are used:

- First aid services and other assistance in the case of accidents;
- Repair facilities in case of break-down of vehicles;
- Fuel filling stations;
- Post and telecommunication offices;
- Facilities for loading, unloading;
- Storage areas and buildings; and,
- Restaurants and stopover rest facilities.

Article 7: Facilities for rail traffic

The Contracting Parties agree to make available, whenever possible, the following facilities for rail traffic in transit at interchange stations designated in Section 1 of this Annex, against payment of costs for effects and provisions acquired and charges for the services rendered according to the rates that apply to the nationals of the country in which the facilities are used:

- Facilities for loading, unloading, break bulk (where necessary);

- Storage areas and buildings; and
- Type and quantity of rolling stock in good condition.

Article 8: Maintenance of transit corridors

The Contracting Parties shall do everything possible to ensure that the routes within their territories designated in this Agreement for the passage of transit are safe, secure and in good condition, and undertake to effect repairs necessary to keep the routes viable for such traffic all year around.

Article 9: Protection of the interests of transit States

The Contracting Parties may restrict or prohibit traffic in transit on certain routes for the duration of repair work or for the duration of a danger to public safety, including traffic safety or public emergency. Before traffic in transit is restricted or prohibited for reasons other than emergencies, the Contracting Party imposing restrictions or prohibitions shall notify the competent authorities of the other Contracting Party well in advance of taking action.

Article 10: Additional Routes

Both Contracting Parties may agree additional routes from time to time. Goods moving via these routes shall enter at the proper customs posts prescribed by each party. Adequate transit and other facilities shall be provided by the Contracting Parties.

LIST OF PROTOCOLS ATTACHED TO THE AGREEMENT

Protocol One: International Carriage by Road of Goods and Baggage in Transit

Protocol Two: Temporary Admission of Vehicles For Commercial Use

Protocol Three: Customs Control and Transit Regime

Protocol Four: Control of Precursors and Chemical Substances used in the Illicit
Manufacture of Narcotic Drugs or Psychotropic Substances

PROTOCOL ONE

INTERNATIONAL CARRIAGE BY ROAD OF GOODS AND BAGGAGE IN TRANSIT

PROTOCOL ONE

INTERNATIONAL CARRIAGE BY ROAD OF GOODS AND BAGGAGE IN TRANSIT

Article 1: Application

Pursuant to Section IV of the Afghanistan Pakistan Transit Trade Agreement (APTTA), the Contracting Parties agree to apply the provisions of this Protocol related to the international carriage of goods in transit through their territories which is an integral part of the Agreement.

Article 2: Content of the Protocol

This Protocol governs the technical requirements for road vehicles in transit through their territories and the criteria for licensing transport operators for international carriage by roads of goods in transit. It contains three sections: 1) Technical Requirements for the Admittance of Road Vehicles; 2) Criteria for Licensing Transport Operators for International Carriage by Roads; and, 3) Regulations concerning Road Transit Temporary Admission Document.

Article 3: Definitions

For the purpose of this Protocol, and in addition to the definitions included in Section 1 of the Afghanistan Pakistan Transit Trade Agreement (APTTA), the following expressions shall have the meanings hereby assigned to them:

Carriers means legal or natural person responsible for the transport of goods by rail and road, either directly or using a locally hired commercial vehicle, and by whom, or in whose name, a contract of carriage for hire or reward has been concluded with a shipper/consignor;

Transport Operator (TO) means National Carriers who, in conformity with the internal legislation of their country are permitted to carry out international transport operations between the territories of the Contracting Parties or between his home country and to/from a third country through the territory of the other Contracting Party;

Permissible maximum weight: maximum weight of the laden vehicle as mutually agreed by both the Contracting Parties;

Quota means the number of vehicles Temporary Admission Document issued annually by the Competent Authorities of each Contracting Party based on transit transport needs.

Road Transit Temporary Admission Document: document issued for a road vehicle by a Contracting Party to permit the vehicle to enter and leave, or pass in transit through the territories of the Contracting Parties;

Vehicle: any rigid road vehicle, articulated motor vehicle, unaccompanied trailer or semi trailer;

Weight (laden/gross): weight of the vehicle as loaded, with crew, goods.

Weight (unladen/tare): weight of the vehicle without crew, or load, but with full supply of fuel and with tools which the vehicle normally carries.

SECTION I: TECHNICAL REQUIREMENTS FOR THE ADMITTANCE OF ROAD VEHICLES

Article 4: Acceptance of Vehicles

The Contracting Parties shall admit vehicles that meet the technical requirements applied in the other Contracting Party where the vehicles are registered and which possess a Certificate of Conformity or corresponding document, issued by the competent certifying body in home country of registry.

Article 5: Identification Marks

1. For vehicle and trailer in international traffic shall be:

- a. the name or the trademark of the manufacturer of the vehicle;
- b. the manufacturer's production or serial number on the chassis or in the absence of a chassis, on the body; and,
- c. the engine number of the vehicle if such a number is placed on it by the maker (not for trailers).

2. These identification marks shall be placed in accessible positions and shall be easily legible. In addition they shall be such that they cannot be easily altered or removed.

Article 6: Registration Certificate

1. Every vehicle and trailer shall carry a valid Certificate of Registration issued by the competent authority of its home country.

2. It shall bear the following particulars:

- a. a serial number, to be known as the registration number;
- b. the date of first registration in the Contracting Party or the year of manufacture of the vehicle;
- c. the full name and home address of the holder of the certificate;
- d. the name or trademark of the manufacturer of the vehicle;
- e. the serial number of the chassis (the manufacturer's production or serial number);
- f. the empty weight (tare) and the permissible maximum weight (gross weight), in case of a vehicle intended for the carriage of goods;
- g. the period of validity, and,
- h. the distinguishing sign of the country of registration.

Article 7: Registration Plate

Every vehicle in international traffic shall display its registration number on a special flat vertical plate fixed at the front and at the rear of the vehicle at right angles to the vehicle's median longitudinal plane, legible at a distance of 40 meters. The surface of the plate may be of a reflecting material.

Article 8: Distinguishing Nationality Sign

Every vehicle in international traffic shall in addition to its registration number, display at the rear a distinguishing sign of the State in which it is registered. The letters shall be painted in black on white background in the shape of an ellipse with the major axis horizontal.

Article 9: Adaptation of Vehicles for Customs transit

Vehicles intended to be used for the 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 VII "*Customs Control and Other Controls*" of the *Afghanistan Pakistan Transit Trade Agreement (APTTA)*."

Article 10: Maximum Weight of vehicles

The laden weight of any vehicle shall in no case exceed:

- in Pakistan:

For single axle vehicles:	17.5 tonnes
For double axle vehicles:	27.5 tonnes
For triple axle vehicles:	39.5 tonnes
For quadruple axle vehicles:	49.5 tonnes

- in Afghanistan:

For single axle vehicles:	17.5 tonnes
For double axel vehicles:	27.5 tonnes
For triple axel vehicles:	39.5 tonnes
For quadruple axle vehicles:	49.5 tonnes

Article 11: Maximum Dimensions of vehicles

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

a. In Pakistan:

- as regards widths:	2.50 m
----------------------	--------

- as regards total length,

For rigid chassis vehicles:	12.0 m
-----------------------------	--------

For articulated vehicles:	17.4 m
---------------------------	--------

- as regards heights	4.0 m
----------------------	-------

b. In Afghanistan;

-as regards widths:	3.0 m
---------------------	-------

-as regard total length,

For rigid chassis vehicles:	12.0 m
-----------------------------	--------

For articulated vehicles:	17.4 m
---------------------------	--------

-as regard heights:	4.0 m
---------------------	-------

Article 12: Maximum Axle Load

The maximum axle load of vehicles used for carriage of goods in transit shall not exceed:

a. In Pakistan:

Single axle:	12.0 tonnes
--------------	-------------

Tandem axle:	22.0 tonnes
--------------	-------------

Tridem axle:	31.0 tonnes
--------------	-------------

Front axle:	5.5 tonnes
-------------	------------

b. In Afghanistan ;

Single axle:	12.0 tonnes
--------------	-------------

Tandem axle:	22.0 tonnes
--------------	-------------

Tridem axle:	31.0 tonnes
--------------	-------------

Front axle:	5.5 tonnes
-------------	------------

Article 13: Vehicle Tracking System

The Contracting Parties shall allow only those vehicles which carry a tracking system. Movement of vehicles shall be tracked by the Contracting Parties in their respective countries

Article 14: Special Authorization for Exceptional Transport

Contracting Parties may exceptionally authorize, under conditions to be specified, the carriage of goods in or across their territories in vehicles whose laden or unladen weight, or dimension, exceeds the maximum laden or unladen weight, and dimensions, permitted in their respective territories.

SECTION II. CRITERIA FOR LICENSING TRANSPORT OPERATORS FOR INTERNATIONAL CARRIAGE BY ROAD OF GOODS IN TRANSIT

Article 15: Licensing Transport Operators (TOs)

1. Transport Operators (TO) shall be licensed on such terms and conditions as deemed fit by their Home Country to perform international transport operations provided they meet the minimum conditions set out in this Protocol.

2. If the Transport Operator (TO) is not a physical but a legal person or if the owner of the transport enterprise does not fulfill the conditions himself, the person who is in charge of the permanent and effective management of the enterprise must fulfill the conditions with respect to reliability, professional competence and financial solvency.

Article 16: Substantial Ownership National Citizens

Major percentage of the transport enterprise's capital to be owned by national citizens of the Home Country shall be defined by each Contracting Parties;

Article 17: Reliability

The applicant Transport Operator must not have been:

- a. convicted for serious breaches of criminal, the commercial or labor laws;
- b. barred from exercising the profession of road carrier as a result of violating regulations in the field of road carriage; or
- c. declared bankrupt (unless rehabilitated according to his/ her national law).

Article 18: Professional Competence

The applicant Transport Operator (TO) must provide proof of competency in the following fields via general education, the passing of specific exams, or acquired practical experience:

- a. legal matters;
- b. transport operation management;
- c. technical rules; and exploitation sizes and weights of vehicles, choice of vehicle, certification and registration, maintenance, loading and unloading of the vehicle, carriage of dangerous and perishable goods, principles of environment protection in road traffic; and

- d. road safety (rules of the road, road traffic safety, road accident prevention and mitigation).

Article 19: Financial Solvency

1. The Transport Operator (TO) must have sufficient financial means to guarantee the start and management of the transport operation enterprise;
2. For the purpose of assessing the Transport Operator's solvency, the national law of each Contracting Party shall apply

SECTION III: REGULATIONS CONCERNING ROAD TRANSIT TEMPORARY ADMISSION DOCUMENT

Article 20: Obligation to Carry Road Transit Temporary Admission Document

The carriage of goods in transit through the territories of the Contracting Parties, and the entry of road vehicles to these territories, shall be subject to the possession of a Road Transit Temporary Admission Document.

Article 21: Types of Road Transit Temporary Admission Documents:

Two types of transit Temporary Admission Document shall be issued as under:

- a. Temporary Admission Document for transit traffic rights for the goods imported or exported by sea for transportation, through the territories of one or both the Contracting Parties;
- b. Temporary Admission Document for transit rights, for the goods not imported or exported by sea, i.e. to go through the territory of the other Contracting Party to pick up and deliver cargo to/from a third country provided both the Contracting Parties have Transport Agreement with the Third Country;

Article 22: Replacement of the Road Pass

The Road Transit Temporary Admission Document will replace the Road Pass currently issued by the two Contracting Parties.

Article 23: Issue of Road Transit Temporary Admission Document

1. Road transit Temporary Admission Document shall be issued, at the entry point, by a competent authority of the Contracting Party in whose territory the vehicle of the other contracting party enters.
2. Temporary Admission Document shall be granted only to Transport Operators and for vehicles that have been officially inspected and found to be in good working condition during the year preceding the issue of the Temporary Admission Document, and for

which a Certificate of Conformity, or corresponding document, has been issued by the competent certifying body in the country where the vehicle is registered.

Article 24: Competent Authorities

The Authorities competent to issue road transit Temporary Admission Document are:

In Afghanistan:	Ministry of Transportation and Civil Aviation
In Pakistan:	Federal Board of Revenue (FBR)

Article 25: Validity of Temporary Admission Document

1. A road transit Temporary Admission Document shall be issued for a single journey. A single journey Temporary Admission Document is valid for one outward and return journey across the territory of the Contracting State.

2. The Temporary Admission Document shall be valid for one vehicle at a time and only for the carrier to whom it was issued; it shall not be transferable to other carriers. Initially, the transit time under Types A and B (as mentioned in Article-21 of this Protocol) Temporary Admission Documents shall be 15 days and 30 days respectively. This may, however, be reviewed by APTICA.

Article 26: Contents and Form of Road Transit Temporary Admission Document

The format of transit Temporary Admission Document is given at Annex-I of Protocol-Two.

Article 27: Temporary Admission Document Charges

The competent authorities shall issue free of charge Temporary Admission Document prescribed by this Protocol.

Article 28: Return of Used Road Transit Temporary Admission Document

Used Road Transit Temporary Admission Document shall be returned to the issuing authority through collection at the frontier post when the vehicle leaves the territory of the Contracting Party.

Article 29: Carriage of dangerous goods

Carriage of dangerous goods shall be governed by the provisions of the national legislation. Special permission shall be obtained from the relevant authorities of the concerned Contracting Party for carriage of the dangerous goods.

Article 30: Infringements

1. In the event of any infringement in the territory of one of the Contracting Parties of the provisions of this Protocol related to road transit Temporary Admission Document, 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.

2. The competent authority receiving any such notification shall take appropriate action, either by issuing a warning to the transport operator who committed the infringement, or by suspending or revoking the road transit Temporary Admission Document issued. The competent authority taking such action shall without delay inform the competent authority of the other Contracting Party of the action taken.

PROTOCOL TWO

TEMPORARY ADMISSION OF VEHICLES FOR COMMERCIAL USE

Protocol Two

Temporary Admission of Vehicles for Commercial Use

Article 1: Application

Pursuant to section V of the Afghanistan Pakistan Transit Agreement, the Contracting Parties agree to allow means of transport of the other Contracting Party to stay temporarily in its territory in connection with legitimate transport operations provided that it does not engage in internal transport operations.

Article 2: Scope of the Protocol

This Protocol shall facilitate the temporary admission of commercial road vehicles among Contracting Parties based on bank guarantee (or revolving bank guarantee or Carnet-de-Passage when operational) to be produced to the satisfaction of Customs Authorities at the time of entry.

Article 3: Content of the Protocol

This Protocol governs the Customs regulations for the temporary admission of motor vehicles covered by temporary importation papers, guaranteeing payment of import duties and import taxes, through a bank guarantee (or revolving bank guarantee or Carnet-de-Passage when operational), should the vehicle covered by temporary admission papers not be re-exported within the prescribed time limit.

SECTION I

GENERAL PROVISIONS

Article 4: Definitions

For the purpose of this Protocol, and in addition to the definitions included in Section I of the Afghanistan Pakistan Transit Trade Agreement (APTTA), the following expression shall have the meaning hereby assigned to it:

Commercial use means use for the industrial or commercial transport of goods with or without remuneration.

Temporary Admission of vehicles means Customs procedure under which a vehicle registered in one Contracting Party may enter in the other Contracting Party exempted from payment of import duties and taxes under certain conditions before returning afterwards to its home country.

Vehicles means, unless the context otherwise requires, all road motor vehicles and trailers, together with normal accessories and equipment, when imported with the vehicle.

SECTION II

TEMPORARY AMISSION WITHOUT PAYMENT OF IMPORT DUTIES

Article 5: Exemption from Import Duties and Taxes

Subject to re-exportation and other conditions laid down in this Protocol:

- a. Each Contracting State shall grant temporary admission to its territory of vehicles registered in the other Contracting State, without payment of import duties and taxes and free of other prohibitions and restrictions.
- b. The fuel contained in the ordinary supply tanks of vehicles temporarily imported shall be admitted without payment of import duties and import taxes and free of import prohibitions and restrictions. Each Contracting Party may, however, fix maximum quantities for the fuel so admitted into its territory in the supply tanks of the vehicle temporarily imported
- c. The accessories, toolkit, and other articles that form the normal equipment of the vehicle and the lubricants, maintenance supplies, and spare parts in reasonable quantities for the repair of the vehicle, shall be exempted from import duties and taxes. Trailers shall be covered by separate admission papers.
- d. The Contracting Parties also agree to grant temporary admission for maintenance and recovery vehicles and for parts.

Article 6: Personal belongings

1. Subject to such conditions as the Customs administration may impose, the driver and other members of the crew of the vehicle shall be allowed to import temporarily a reasonable quantity of personal effects, having regard to the period of stay in the country of importation.
2. Provisions for the journey and small quantities of tobacco, cigars and cigarettes for personal consumption, shall be admitted free of import duties and import taxes.

SECTION III

ISSUE OF TEMPORARY ADMISSION DOCUMENTS

Article 7: Temporary Admission Documents

1. Motor vehicles temporarily imported into the Host Country territory shall carry a Temporary Admission Document.
2. The period of validity of the Temporary Admission document shall not exceed thirty days from the date of issue.

3. The details of trailer / semi-trailer shall be mentioned separately in the Temporary Admission document of the prime mover.

4. The Temporary Admission document shall be issued by each contracting party at the point of entry by the authorized person/ department. This document shall also mention the particulars of the bank guarantee or revolving bank guarantee or Carnet-de-Passage when operational.

Article 8 Particulars on Temporary Admission Document

1. The format, layout and printing specifications of the Temporary Admission Document are annexed with this Protocol. For type A pink color papers and for type B green color papers shall be used;

2. The Temporary Admission Document shall be in English language without prejudice to the parallel use of national languages.

3. The weight to be declared is the net weight of the vehicles. It shall be expressed in the metric system.

4. The value to be declared shall be expressed in the currency of the country and US\$ where the Document is issued.

5. The articles and tool-kit which form the normal equipment of vehicles need not to be declared specifically.

SECTION IV

CONDITIONS OF TEMPORARY IMPORTATION

Article 9. Evidence of Temporary Admission

Evidence of temporary admission of the vehicle shall flow from the possession of the relevant copy of the Temporary Admission Document by the Host Country's Customs authorities and the entry endorsement entered in the relevant copy of the Temporary Admission Document.

Article 10. Evidence of return of vehicle to home country

1. Evidence of return of vehicle to home country shall be provided by the exit stamp properly appended to the Temporary Admission Document by the customs authorities of the country into which the vehicle was temporarily brought.

2. The vehicles mentioned in the Temporary Admission Document shall be re-exported in the same general state, except for wear and tear, within the period of validity of such papers.

3. In case of loss of such original copy of the Temporary Admission Document bearing exit endorsement the motor vehicle operator may provide alternate proof to satisfy the

host country's Customs authorities that the vehicle was actually returned to home country.

Article 11. Discharge of the Temporary Admission Document

The exit stamp entered in the Temporary Admission Document within the time period allowed shall have the effect of discharging the Temporary Admission Document and return of bank guarantee.

Article 12. Time Limits

1. The Temporary Admission Document shall specify period of validity of bank guarantee with a minimum of six months commencing from the date of issuance.
2. Motor vehicles admitted under the regime of this Protocol shall leave the Host Country territory within a period of thirty (30) days or as specified on the Temporary Admission Document, commencing from the date of their entry into the territory of the Host Country.

Article 13: Incidents En Route

1. Loss or Destruction of the Vehicle en Route - A temporarily admitted vehicle that has been heavily damaged in an accident shall be exempted from the obligation of return of vehicle, provided:
 - a. the import duties and taxes have been paid to the Host Country Customs Authority; or
 - b. it has been abandoned to and accepted by the Host Country's Customs Authorities; or
 - c. it has been destroyed under official Host Country supervision at the expense of the person or entity who has temporarily entered it and any salvaged parts have either been re-exported or paid import taxes and duties for.
2. Change of Itinerary.- In case the vehicle operator is compelled to abandon the designated route due to circumstances beyond his/her will, he shall forthwith inform the Host Country Customs Authority, which shall inform any other Competent Authorities for the purpose of designating an alternative route.
3. Extension of Time Limits.-
 - a. If a person or entity that has temporarily entered the vehicle is unable to timely re-export the vehicle or to discharge the Temporary Admission Document, due to force majeure or other reasonable and unforeseen cause, the person concerned is to file a request for an extension of the re-exportation period with the Host Country Customs Authorities before the expiry date.
 - b. The Host Country's Customs Authorities will grant such extension if they are satisfied that the timely re-exportation or discharge of the Temporary Admission

Document was prevented by force majeure or other reasonable and unforeseen events.

- c. The lack of proof of re-exportation within the time allowed of vehicles temporarily imported shall be disregarded when the vehicle is presented to the customs authorities for re-exportation within 14 days from the expiry of the temporary entry deadline for the vehicles and satisfactory explanations of the delay are given.

SECTION V

ISSUING AND GUARANTEEING ORGANISATION/INSTITUTION

Article 14: Bank Guarantee/ Revolving Guarantee/ Carnet-De-Passage Issuing and Guaranteeing Organizations/Institutions

1. Each Contracting Party shall authorize an institution to issue Temporary Admission Document.
2. The transporter shall provide a bank guarantee or revolving bank guarantee or Carnet-De-Passage (when operational) as a pre-requisite for Temporary Admission Document on his convenience acceptable to the Host country.

Article 15: Liability of the Issuing/Guaranteeing Organization/Institution

1. The authorized issuing/guaranteeing bank /institution shall be jointly liable with the vehicle operator from whom the sums are directly due, to pay the import duties, taxes, and interest, under the customs laws and regulations in the Host Country in respect of the irregularity (e.g., breach of customs laws and regulations, lack of response, lack of timely discharge of the Temporary Admission Document) in connection with the temporary admission of the motor vehicle under the regime of this Protocol.
2. After the Customs Authority of the Host Country establishes an irregularity, they shall en-cash the bank guarantee.
3. The Host Country Customs Authority shall refund the amount received upon the established absence of any irregularity, without delay, provided that refund shall be lodged within the period of time specified by national laws/regulations.

SECTION VI

REGULARIZATION OF TEMPORARY ADMISSION DOCUMENT

Article 16 Destruction of vehicle

The competent Customs authorities shall not require payment of import levies where it is proved to their satisfaction that a vehicle imported under cover of temporary

admission document can no longer be returned because it has been destroyed or irrecoverably lost for reasons of *force majeure*, provided the vehicle is surrendered to the Customs of host country.

Article 17 Notification of non discharge

The Customs authorities shall provide the guaranteeing bank with details of the amount of import levies not later than one year from the notification of the non-discharge. The bank shall remit the guaranteed amount within one month of the notification of encashment of bank guarantee by the concerned customs authorities.

Article 18: Sum to be paid by the guaranteeing bank

In the case of the non-discharge of the Temporary Admission Document, the guaranteeing bank shall not be required to pay a sum greater than the total of the import levies applicable to the vehicles not returned, together with interest if applicable.

SECTION VII

FINAL PROVISIONS

Article 19 Exclusion of Offenders

1. The Contracting Parties shall have the right to exclude temporarily or permanently from the application of this Protocol any person (s)/ entity(ies) guilty of a serious offense against their relevant customs laws/regulations applicable to international movement of motor vehicles.

2. The Customs Authority of the relevant Contracting Party shall notify this exclusion immediately to the Customs authorities of the other Contracting Party and to the authorized issuing/guaranteeing bank of the Home Country.

Article 20: Delay to furnish proof of return of vehicle to home country

The guaranteeing associations, when Carnet-de-Passage is operational, shall have a period of ninety days from the date of notification of the non-discharge of temporary admission document in which to furnish proof of the return of the vehicles. If the Customs authorities contest the validity of the proof provided they must so inform the guarantor within a period not exceeding one hundred and twenty days.

Article 21: Provisional deposit

If such proof is Carnet-de-Passage and is not furnished within the time limit allowed, the guaranteeing association shall deposit or pay provisionally the import levies within a maximum period of three months. This deposit or payment shall become final after a period of one year from the date of the deposit or provisional payment.

Article 22: Suspension of the Protocol

1. Failure to deposit or pay the import duties and taxes to the Host Country's Customs Authorities by the Home Country issuing/guaranteeing bank in case of expired and not discharged temporary admission document or other irregularity, entitles the Host Country's

Customs Authorities to suspend the application of the present motor vehicle temporary admission system under the regime of this Protocol vis-à-vis the vehicle operators whose Home Country issuing bank defaults.

2. Each Contracting Party may temporarily suspend wholly or partly the application of the Protocol with immediate effect in the case of emergencies affecting its national safety. The Contracting Party will inform the other Contracting Parties as soon as possible of such suspension, which will end as soon as the situation returns to normal.

Article 23: Review of the Implementation of the Provisions of this Protocol

Representatives of the Customs Administration of the Contracting Parties shall meet to monitor the implementation of the provisions of this Protocol at least once a year or upon request of a Contracting Party.

Article 24: Dispute Settlement

Any dispute on the interpretation or application of the Protocol shall be settled directly or by amicable negotiation under the Afghanistan Pakistan Transit Trade Coordination Authority.

ANNEX 1

FORMAT OF THE TEMPORARY ADMISSION DOCUMENT

The Temporary Admission Document shall include the following particulars in the English language without prejudice to the parallel use of national languages:

- Name and address of the Carrier and Transport Operator;
- Name of the owner the vehicle
- Seal and signature of the issuing authority;
- Date of expiry of the permit;
- Exit and entry point with specific route to be followed;
- Registration, chassis number and type of the vehicle;
- Description of Cargo
- Place of loading
- Place of unloading
- Any particular conditions under which the permit has been issued;
- The serial number of the Road Transit quota under which the permit is issued
- GD No and date
- Issuing bank, number, date and amount of bank guarantee
- The name of the issuing organization and a box for signature and/or stamp
- The name and address of the holder and a box for signature and/or stamp;
- The period of validity and extension
- The geographic scope of validity
- The point of entry and exit
- Specification and description of the motor vehicle (for prime mover and for semi-trailer):
 - country of registration,
 - registration number,
 - date of first registration/year of manufacture,
 - empty (net) weight (tare),
 - gross weight,

- make (brand or name or trademark of the manufacturer),
 - model/type/code,
 - chassis number or production or serial number,
 - engine serial number,
 - engine capacity,
 - number of cylinders,
 - number of spare tyres, and
 - other particulars;
- The date and place of entry, signature, and/or stamp of the Customs Authorities
 - (entry endorsement) for each temporary admission
 - The date and place of exit, signature, and/or stamp of the Customs Authorities
 - (exit endorsement) for each temporary admission
 - A box to record the granted period of extension for re-exportation.

PROTOCOL THREE

CUSTOMS CONTROL AND TRANSIT REGIME

Protocol Three

Customs Control and Transit Regime

Article 1: Application

Pursuant to Sections VII and VIII of the Afghanistan Pakistan Transit Trade Agreement (APTTA), the Contracting Parties agree with the following Customs documentation and processing procedures with the objective of limiting the number of documents, simplifying the procedures and ensuring that obligations to the Customs are fulfilled.

Article 2: Content of the Protocol

This Protocol governs the Customs control of traffic in transit between Pakistan and Afghanistan. It contains in one section general provisions, setting forth rules regarding duties and taxes, Customs security, sealing of transport unit, and specifying transit routes and Customs offices of each Contracting Party. Other sections describe the formalities to be fulfilled at the Customs offices, and lay down rules for mutual administrative assistance.

SECTION 1: GENERAL PROVISIONS

Article 3: Definitions

For the purpose of this Protocol, and in addition to the definition included in Section 1 of Afghanistan Pakistan Transit Trade Agreement (APTTA), the following expressions shall have the meaning hereby assigned to them:

Customs Security means en-cashable financial guarantee acceptable to customs, submitted by the traders or through their authorized brokers, on transit goods, for an amount equivalent to the import levies of Contracting Parties.

Customs Transit Operation means the transport of goods from an office of departure to an office of destination under Customs transit;

Declarant means person who signs a Goods Declaration (GD) or on whose behalf an authorized person signs;

Goods Declaration (GD) for Customs transit means statement made in a prescribed form by which the person interested declares goods for Customs transit and furnish the particulars which the Customs require to be declared for the application of a Customs transit operation;

Office of departure means any Customs office at which a Customs transit operation commences;

Office en-route means any Customs office through which goods in transit pass in the course of a Customs transit operation;

Office of destination means any Customs office at which a Customs transit operation is terminated;

Article 4: Scope of Protocol

The provisions of this Protocol shall cover the transportation of transit goods in transport units:

- a. Consigned from the territory of a third country and destined to a place in the territory of one Contracting Party through the territory of the other Contracting Party;
- b. Goods originating from one Contracting Party, destined to a place in the territory of third country and transiting through the territory of the other Contracting Party;
- c. Goods passing through the territories of the Contracting parties that are originating from and are consigned to a third country.

Article 5: Duties and Taxes, Temporary Admission

The Contracting Parties agree not to subject goods which are shipped through one Contracting Party with final destination to the other Contracting Party or a third country and which are carried under the Customs transit, to the payment of import or export duties and taxes, provided that the conditions laid down in this Protocol are complied with.

Article 6: Customs Offices for Customs Transit

The Contracting Parties may designate additional Customs offices on need basis and under intimation to the other Contracting Party for the purpose of this Protocol and in accordance with spirit of this agreement to act as Office of Departure, Office en Route or office of Destination.

Article 7: Business Hours and Competence of Customs Offices for Custom Transit

1. For the purpose of this Protocol, the corresponding Customs offices which are located on the common frontier shall also be open on holidays as mutually to be agreed.
2. Contracting Parties authorize their corresponding frontier Customs offices to clear all goods carried under Customs transit in accordance with the provisions of this Protocol.

Article 8: Goods Declaration for Customs Transit

Contracting Parties may jointly prescribe the goods declaration forms to be used for Customs transit operations in accordance with this Protocol.

Article 9: Customs Security

1. The Contracting Parties shall undertake to use and accept as Customs security for ensuring the fulfillment of any obligation arising under a Customs transit operation between Pakistan and Afghanistan.

2. The amount of Customs security for transit operation shall be determined by the customs so that it covers any import levies chargeable on goods so carried.

3. Persons who regularly carry out Customs transit operations shall be entitled to lodge a revolving guarantee, acceptable to customs, which shall be valid for at least one year.

4. Where persons have lodged a revolving guarantee, the Customs authorities shall require proof that original copy of the guarantee document issued by the guaranteeing institution had already been furnished for a Customs transit operations unless they have doubts as to the validity of the details concerning the guarantee.

Article 10: Exemption from Physical Customs Inspection and Escort En Route

1. Exemption from physical Inspection.- The Customs authorities shall refrain from routine physical inspection of the vehicle and cargo en route unless an irregularity is suspected in view of explicit tampering of seals or locks of the transport unit or some reliable specific intelligence.

2. Exceptional Physical Customs Inspection.- Customs Authorities may by way of exception and in particular when they suspect irregularities, subject the cargo to physical inspection en route.

Article 11: Customs Seals and Fastenings

1. Customs seals and fastenings to be used in the application of Customs seal shall comply with the minimum requirements laid down in Annex to this Protocol.

2. Customs seals and fastenings affixed by Customs authorities of the other Contracting Parties or of a third country and which comply with the requirements laid down in the Annexure of this Protocol, may be accepted for the purposes of this Protocol. However each contracting party is at liberty to affix its own seal

3. The Contracting parties shall provide each other with specimens of the Customs seals and fastenings they use for the purpose of Customs transit.

Article 12: Sealing the Vehicle

1. The vehicle's cargo compartment shall be sealed by the Customs Office of Departure.

2. The Host Country Customs Authorities shall accept the seals affixed by the other Contracting Country's Customs Authorities, provided they are intact, but if required for control purposes, they are entitled to affix an additional seal of their own on entry into their territory.

3. If Customs Authorities have to break the seals in order to perform a physical inspection of the cargo en route, they shall affix new seals and record this action in the Transit and Inland Customs Clearance Documents.

4. Oversize and/or bulky cargoes, which because of their weight, size, or nature normally not carried in a closed motor vehicle, may be carried by non-sealed vehicles, provided those goods can easily be identified by reference to the description (in packing lists,

photographs, drawings, etc.) given, so as to prevent any substitution or removal of the goods.

Article 13: Transit and Inland Customs Clearance Document

1. Vehicle operators shall carry a Transit and Inland Customs Clearance Document (containing the particulars set out in the attachment), issued by the issuing organization and guaranteeing the payment of customs duties and taxes, fines, and interests.
2. The document shall be issued for each transport unit.
3. The document shall be valid for one journey only and shall specify their period and geographic scope of validity.
4. The document shall consist of the following number of original copies:
 - a. one for the issuing/guaranteeing organization;
 - b. one for the transport operator;
 - c. one for the Country of Departure Inland Customs Authorities' office;
 - d. one for each Country of Transit Customs Administration through the territory of which the carriage is to be performed; and,
 - e. one for the Inland Customs Authorities' office of the Country of Destination
 - f. One copy for audit

SECTION 2: FORMALITIES TO BE FULFILLED AT THE OFFICE OF DEPARTURE

Article 14: Documentary Formalities

1. The declarant shall file the Customs Transit Carnet at the office of departure for the goods to be transported under Customs transit, together with the necessary commercial or transport documents to the Customs authorities.
2. A copy of the GD shall be kept at the office of departure, pending the return of the copy mentioned in Article 16 in paragraph 1 of this Protocol, confirming that the goods have left the Customs territory.
3. The Customs authorities at the Office of Departure shall satisfy themselves that:
 - a. the GD is duly completed.
 - b. the goods declared for Customs transit are those specified in GD.
 - c. a Customs security is in order.

Article 15: Formalities Relating to the Use of Customs Seals

1. Where the goods are transported, meeting the requirements set out in Article 11 of this Protocol, the Customs authorities shall seal the container or take necessary precaution in case of heavy, bulk and over size cargo.
2. Details of the Customs seals affixed and of the date of affixing shall be duly recorded on the Goods Declaration (GD) for transit goods to enable the Office of destination to identify the consignment and to detect any unauthorized interference.
3. When the goods bulk, over sized which cannot be effectively sealed, identification shall be assured and unauthorized interference rendered readily detectable, either by affixing Customs seals to individual packages, or by affixing identification marks, by describing the goods and recording the results thereof on the GD.

Article 16: Additional Control Measures

The Customs authorities may:

- a. Require goods consigned from or destined to the territory of the other Contracting Party to be transported under Customs escort while in the territory of the Contracting Party in very exceptional cases, where goods are precious and highly susceptible to diversion en route.
- b. Prescribe a time-limit for the presentation of the goods at a specified Customs office in their territory.

SECTION 3: FORMALITIES TO BE FULFILLED AT OFFICES EN ROUTE AND AT OFFICE AT DESTINATION

Article 17: Formalities at Offices en Route

1. At office where goods leave the Customs territory, the Customs authorities shall satisfy themselves that any Customs seals and fastening or identification mark are intact. They shall then endorse the Goods Declaration 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.
2. At offices where goods are imported into the Customs territory, the Customs authorities shall satisfy themselves that the GD is in order, that any customs seal and fastening or identification mark previously affixed are intact. They shall then endorse the Goods declaration accordingly, retain one copy and pass one copy onto the Office en route in the Customs territory from which the goods were imported.

3. 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 goods declaration accompanying the goods.

Article 18: Formalities at the Office of Destination

1. At the Office of Destination, the Customs administration shall satisfy itself that the GD is in order, that any customs seal and fastening or identification mark is intact and verify that the transport unit is otherwise secure. They may carry out a summary or detailed examination of the goods themselves.

2. After having satisfied themselves that all obligations relating to the Customs transit operation have been fulfilled, the Customs administration at the Office of Destination shall endorse the GD accordingly.

3. The Customs administration at the Office of Destination shall send a copy of the GD back to the appropriate Customs office of departure along with a copy of its goods declaration of the Office of Destination duly completed and which shall bear the cross reference of goods declaration issued by the office of departure, which shall be considered as cross border certificate 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.

4. The customs security shall be discharged on production of cross border certificate.

Article 19: Exclusion of Offenders

1. Each Contracting Party shall have the right to exclude temporarily or permanently from the application of this Protocol any person guilty of a serious offense under the Customs Law or Regulations applicable to international transport of goods.

2. This exclusion shall be notified immediately by the Country of Departure, Destination, or Transit Customs Authorities to the Home Country Customs Authorities and to the Home Country Issuing and Guaranteeing Organization.

SECTION 4: MUTUAL ADMINISTRATIVE ASSISTANCE

Article 20: Communication of Information

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

- a. Any available information relating to GD 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.

2. The customs administrations of Contracting Parties shall ensure customs to customs cooperation by information sharing through setting up the facility of electronic interface.
3. The customs administrations of the both Contracting Parties at the point of entry shall make arrangements of communication through hotline.
4. The customs administrations of the both Contracting Parties shall make arrangements for joint customs control at entry and exit points with mutual consent.

Article 21: Notification of Inaccuracies

The Customs authorities of the Contracting Parties shall, spontaneously and without delay, notify each other of any serious inaccuracy in a GD 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.

Article 22: Discharge of the Transit and Inland Customs Clearance Documents

1. Upon (re-)exportation of transit goods from the territory of a Country, the Country's Customs Authorities shall enter an exit stamp in the Transit and Inland Customs Clearance Documents and thus discharge the documents.
2. Upon arrival of the cargo at the inland Customs office of destination, provided the goods are placed under another Customs regime or are cleared for domestic use via payment of the duties and taxes due by the owner, the Transit and Inland Customs Clearance Document shall be discharged. To be discussed in detail because it refers to those cases which are allowed in Kyoto convention to change the destination of goods for transit to clear the goods in that country by paying the Customs duties and other charges.

Article 23: Liability of the Issuing/Guaranteeing Organization

1. The guaranteeing institution shall be jointly and severally liable with the person from whom the sums are directly due, to pay the import and export duties, taxes, fines, and interests, under the customs laws and regulations in the Country of Departure, Destination, and Transit in respect of the lack of timely discharge of the documents or in case of an irregularity in connection with a transit or inland customs clearance operation under this Protocol.
2. The liability of the guaranteeing institutions shall not only cover the goods that are listed in the Transit and Inland Customs Clearance Documents, but also any goods that, although not listed therein, may be contained in the sealed section of the road vehicle.
3. If it so prefers, the Country of Departure, Destination, and Transit Customs Authorities may also claim the duties, taxes, fines, and interests from the person who is directly liable for them.
4. Upon presentation by the Country of Departure, Destination, and Transit Customs Authorities of expired and non-discharged Transit and Inland Clearance Documents or in

case of established irregularity, the Home Country guaranteeing organization is to deposit with or pay to the Country of Departure, Destination, or Transit Customs Authorities immediately the duties, taxes, fines, and interests due.

5. The guaranteeing institutions may later claim the refund of the duties and taxes upon the establishment of evidence to the satisfaction of the Country of Departure, Destination, or Transit Customs Authorities that allows the discharge of the Transit and Inland Clearance Documents or proves that no irregularity was committed.

6. The Home Country guaranteeing institutions is entitled to take recourse and claim the reimbursement of the export or import duties and taxes advanced from the person from whom they are due.

SECTION 5: MISCELLANEOUS

Article 24: Auction of un-cleared goods

1. If a request for transit and Customs clearance is not filed for the goods imported for transit within 30 days of its arrival at the port of entry / exit, a notice shall be sent to the importer or its agent on the address given in the shipping documents for clearance of the goods from the port. If the goods still remain on the port after sixty days of their arrival, a final notice shall be sent to the importer or his agent for clearing the same, otherwise the goods shall then be auctioned after 90 days of the first notice, unless the delay is attributable to the port authorities.

2. The sale proceed shall be paid to the trader after deducting the expenses on account of auction expenses, freight, the charges due to the custodian of the goods and duty and taxes payable in respect of such goods.

Article 25: Priority to Certain Consignments

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

Article 26: Dangerous goods

For transport of dangerous goods under customs transit, special permission shall be obtained from the relevant authorities of the concerned Contracting Party.

Article 27: Accidents

Accidents and other unforeseen events en route affecting the Customs transit operation shall be reported to, and verified by the Customs and other competent authorities closest to the scene of the accident or other unforeseen event.

Article 28: Loss, Destruction, or Shortage of the Cargo En-Route

When it is established to the satisfaction of the Customs Authorities that goods specified in the Transit documents/GD have been destroyed or have been irretrievably lost by accident or other unforeseen events en route or that they are short by reason of their nature, payment of duties and taxes normally due, shall be waived.

Article 29: Mutual Administrative Assistance

The Customs authorities of the Contracting Parties shall notify each other of any serious inaccuracy in a goods declaration or of any other serious irregularity discovered in connection with a Customs transit operation, in order that the matter may be investigated, any duties and charges may be collected and any repetition of the circumstances may be prevented.

Article 30: Review of the Implementation of the Provisions of this Protocol

Representatives of the Customs Administration of the Contracting Parties shall meet to monitor the implementation of the provisions of this Protocol at least once upon a year or upon request of a Contracting Party.

Article 31: Provisions regarding Situation of Force-majeur Measures

Where the conveyance of goods from port of entry to port of destination is interrupted by accident or force majeure, the carrier shall be required to take reasonable precautions to prevent the goods from entering into unauthorized circulation and to report to the nearest Customs office or other competent authority immediately of nature of accident or other circumstances which have interrupted the journey.

MINIMUM REQUIREMENTS TO BE MET BY CUSTOMS SEALS AND FASTENINGS

A. 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; and
- f. be made as difficult as possible to copy or counterfeit.

B. Physical specification of seals:

1. The shape and size of the seal shall be such that any identifying marks are readily legible;
2. 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;
3. The material used shall be sufficiently strong to prevent accidental breakage, early deterioration (due to weather conditions, chemical action, etc.) or undetectable tampering;

C. Identification Marks:

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

- a. to show that it is a customs seal, by application of the words "Customs"; and
- b. 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.

PROTOCOL FOUR

**CONTROL OF PRECURSORS AND CHEMICAL SUBSTANCES
USED**

**IN THE ILLICIT MANUFACTURE OF NARCOTIC DRUGS OR
PSYCHOTROPIC SUBSTANCES**

Protocol Four

Control of Precursors and Chemical Substances used in the Illicit Manufacture of Narcotic Drugs or Psychotropic Substances

Article 1: Application

Pursuant to Section VII and Article 26 of the Afghan Pakistan Transit Agreement, the Contracting Parties agree to apply the provisions of this Protocol related to the control of precursors and chemical substances used in the illicit manufacture of narcotic drugs or psychotropic substances. This Protocol is an integral part of the Agreement.

Article 2: Content of the Protocol

1. The protocol sets out measures to strengthen administrative cooperation between the Contracting Parties to prevent the diversion of substances frequently used in the illicit manufacture of narcotic drugs or psychotropic substances, without prejudice of the legitimate interests of the licit trade and industry.

2. The Protocol is developed within the framework of the *United Nations Convention against Illicit Traffic in Narcotic Drugs and Psychotropic Substances*, signed on 20 December 1988 in Vienna, hereinafter referred to as the 1988 Convention as well as the Counter Narcotic Drug laws adopted by either Contracting Party.

Article 3: Scope of the Protocol

1. The Contracting Parties shall assist each other, as set out in this Agreement, in particular by:

- a) monitoring the trade between them and the transit of substances referred to in paragraphs 2 of Article 4, with the aim of preventing their diversion to illicit purposes,
- b) providing administrative assistance to ensure that their respective substance trade control legislation is correctly applied

2. Without prejudice to possible amendments which might be adopted within the competence of the Joint Follow-up Group provided for in Article 9, this Protocol applies to the chemical substances listed in the Annexes to the 1988 Convention, as amended, hereinafter referred to as 'controlled substances',

3. Government of Afghanistan on its own initiative declares that it will not allow import of Acetic Anhydride as at present it has no licit use in their country. However as and when requisite industries are developed its import will be reviewed by the Government of Afghanistan and the International Narcotics Control Board (INCB), exporting countries and contracting party through whose territory this controlled substance is to be transited will be notified .

Article 4: Trade Monitoring

1. The Contracting Parties shall consult and inform each other on their own initiative whenever they have reasonable grounds to believe that controlled substances may be diverted to the illicit manufacture of narcotic drugs or psychotropic substances, in particular when a shipment of precursors and chemical substances occurs in unusual quantities or under unusual circumstances.
2. With regard to the controlled substances listed in Annex A (Table I and II) to this Protocol, the importer shall obtain special permission of the Government of the importing Contracting Party. A copy of the permission letter shall be sent to the Contracting Party through which the goods shall be transited, which shall allow clearance on receipt of the permission letter. In case permission letter is not received at the time of submission of Goods Declaration] the competent authority of the Contracting Party through which the Controlled Substances are being transited shall forward a copy of the export authorization/bill of lading to the competent authority of the importing Contracting Party and the Controlled Substances Declaration shall be allowed clearance only when the importing Contracting Party has given its consent.
3. The Contracting Parties undertake to provide each other, as soon as possible, with due feedback on any information provided or measure requested under this Protocol.
4. When implementing the above mentioned trade control measures, the legitimate interests of trade shall be duly respected. In particular, in cases covered by paragraph 2, the reply by the importing Contracting Party shall be provided within 15 working days after the receipt of the message from the Contracting Party through which the goods are being transited. The refusal to grant an import authorization shall be notified in writing to the responsible authority of the Contracting Party through which the controlled substances are being transited. Within this period, giving the reasons for refusal.
5. All trade and transit of controlled substances shall be based on Pre Export Notification (PEN) system and copy of which shall be endorsed by the competent authority of the country of the importing contracting party to the contracting party through whose territory the controlled substances are to be transited by PEN on line or other means.
6. Containers, carrying, controlled substances mentioned in Annex A (Table I and II) of the Protocol 5 of this agreement shall be subject to hundred percent examination of goods, being high risk goods.

Article 5: Suspension of shipment

1. Without prejudice to any possible implementation of technical enforcement measures, shipments shall be suspended if, in the opinion of either Contracting Party, there are reasonable grounds to believe that controlled substances may be diverted to the illicit manufacture of narcotic drugs or psychotropic substances, or where, in the cases covered by Article 4 (2), the importing Contracting Party requests the suspension.
2. The Contracting Parties shall cooperate in supplying each other with any information relating to suspected diversion operations.

Article 6: Mutual administrative assistance

1. The Contracting Parties shall provide each other, either on their own initiative or at the request of the other Contracting Party, with any information to prevent the diversion of controlled substances to the illicit manufacture of narcotic drugs or psychotropic substances and shall investigate cases of suspected diversion. Where necessary they shall adopt appropriate precautionary measures to prevent diversion.
2. Any request for information or precautionary measures shall be complied with as immediately as possible.
3. Requests for administrative assistance shall be executed in accordance with the legal or regulatory provisions of the Contracting Party making the request.
4. Duly authorized officials of a Contracting Party may, with the agreement of the other Contracting Party and subject to the conditions laid down by the latter, be present at the enquiries carried out in the territory of the other Contracting Party.
5. Administrative assistance provided under this Article shall not prejudice the rules governing mutual assistance in criminal matters, nor shall it apply to information obtained under powers exercised at the request of a judicial authority, except where communication of such information is authorized by that authority.
6. Information may be required in respect of chemical substances which are frequently used in the illicit manufacture of narcotic drugs or psychotropic substances but which are not included in the scope of this Protocol.

Article 7: Information exchange and confidentiality

1. Any information communicated in whatsoever form pursuant to this Protocol shall be of a confidential or restricted nature depending on the rules applicable in each of the Contracting Parties. It shall be covered by the obligation of official secrecy and shall enjoy the protection extended to similar information under the relevant legal or regulatory provisions of the Contracting Party that received it.
2. Personal data, which means all information relating to an identified or identifiable individual, may be exchanged only where the Contracting Party which may receive it undertakes to protect such data in at least an equivalent way to the one applicable to that particular case in the Contracting Party that may supply it. To this end, Contracting Parties communicate each other information on their applicable rules.
3. Information obtained shall be used solely for the purposes of implementing the goal of this Protocol. Where one of the Contracting Parties wishes to use such information for other purposes, it shall obtain the prior written consent of the authority which provided the information. Such use shall then be subject to any restrictions laid down by that authority.

Article 8: Exceptions to the obligation to provide assistance

Assistance may be refused or may be subject to certain conditions or requirements, in cases where a Contracting Party is of the opinion that assistance under this Protocol would:

- a) be likely to prejudice the sovereignty of a contracting Party which has been requested to provide assistance under this Protocol, or
- b) be likely to prejudice public policy, security or other essential interests, in particular in the cases referred to under Article 7 (2), or
- c) violate an industrial, commercial or professional secret.

Article 9: Technical and scientific cooperation

The Contracting Parties shall cooperate in the identification of new diversion methods as well as appropriate countermeasures, including technical cooperation to strengthen administrative and enforcement structures in this field and to promote cooperation with trade and industry. Such technical cooperation may concern, in particular, training and exchange programmes for the relevant officials.

Article 10: Implementation measures

1. Each Contracting Party shall appoint a competent authority or competent authorities to coordinate the implementation of this Protocol. These authorities shall communicate directly with one another for the purposes of this Protocol.

2. The designated authorities are:

In Afghanistan **Ministry of Counter Narcotics**

In Pakistan **Ministry of Narcotic Control**

3. The Contracting Parties shall consult each other and subsequently keep each other informed of the detailed rules of implementation which are adopted in accordance with the provisions of this Protocol.

Article 11: Joint Follow-up Committee

1. A Joint Follow-up Committee on the control of precursors and chemical substances is hereby established, in which each Contracting Party shall be represented.

2. The Joint Follow-up Committee shall act by mutual agreement. It shall adopt its own Rules of Procedure.

3. The Joint Follow-up Committee shall normally meet every six months, with the date, place and agenda being fixed by mutual agreement.

4. Extraordinary meetings of the Joint Follow-up Committee may be convened by mutual agreement of the Contracting Parties.

Article 12: Role of the Joint Follow-up Committee

1. The Joint Follow-up Committee shall administer this Protocol and ensure its proper implementation and enforcement. For this purpose:

- a. it shall study and develop the necessary means to ensure the correct functioning of this Protocol,
- b. it shall study and develop the technical cooperation measures referred to in Article 9,
- c. it shall study and develop other possible forms of cooperation in matters relating to precursors and chemical substances.

2. The Joint Follow-up Committee shall recommend to the Contracting Parties:

- a. amendments to this Protocol;
- b. any other measure required for the application of this Protocol.

Annex A to Protocol-Four

**UN Convention against Illicit Traffic in Narcotic Drugs and Psychotropic
Substances 1988**

Substances subject to the measures referred to in Article 4 (2)

Table I:

- Acetic anhydride
- N-Acetylanthranilic acid
- Ephedrine
- Ergometrine
- Ergotamine
- Isosafrole
- Lysergic acid
- 3,4-Methylenedioxphenyl- 2 Propanone
- Norephedrine
- 1-Phenyl-2-propanone
- Piperonal
- Potassium permanganate
- Pseudoephedrine
- Safrole

Substances subject to the measures referred to in Article 4 (2)

Table II:

- Acetone
- Anthranilic acid
- Ethyl ether
- Hydrochloric acid.
- Methyl ethyl Ketone
- Phenylacetic acid
- Piperidine
- Sulphuric acid
- Toluene