

**No. 13578**

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**FRANCE  
and  
UNION OF SOVIET SOCIALIST REPUBLICS**

**Agreement concerning international road transport (with  
protocol). Signed at Moscow on 20 April 1973**

*Authentic texts: French and Russian.*

*Registered by France on 10 October 1974.*

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**FRANCE  
et  
UNION DES RÉPUBLIQUES SOCIALISTES  
SOVIÉTIQUES**

**Accord relatif aux transports routiers internationaux (avec  
protocole). Signé à Moscou le 20 avril 1973**

*Textes authentiques : français et russe.*

*Enregistré par la France le 10 octobre 1974.*

[TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FRENCH  
REPUBLIC AND THE GOVERNMENT OF THE UNION OF  
SOVIET SOCIALIST REPUBLICS CONCERNING INTERNA-  
TIONAL ROAD TRANSPORT

The Government of the French Republic and  
The Government of the Union of Soviet Socialist Republics,  
Having regard to the development of bilateral commercial and economic rela-  
tions,

Desiring to develop on a basis of reciprocity the transport of passengers and  
goods by road between the two countries and in transit through their respective ter-  
ritories,

Have decided to conclude this Agreement.

*Article 1.* 1. Road transport of passengers, including tourists, and of goods  
between the two countries or in transit through their territory in vehicles registered  
in France or in the Soviet Union shall be effected in accordance with this Agreement,  
using the roads open to international motor traffic.

2. The roads open to international motor traffic and the definition of the  
vehicles covered by this Agreement are given in the Protocol.

I. PASSENGER TRANSPORT

*Article 2.* 1. Regular transport of passengers shall be organized by agree-  
ment between the competent organs of the Contracting Parties.

2. For this purpose, the competent organs of the Contracting Parties shall, in  
good time, submit proposals to each other concerning the organization of such  
transport. The proposals shall contain the following particulars:

- the name of the carrier;
- the route, the stopping points where the carrier may take on and set down  
passengers;
- the period during which such transport is to take place;
- the frequency;
- the time-table;
- the fare schedule.

3. When the competent organs of the Contracting Parties have accepted the  
proposals referred to in paragraph 2 of this article, each shall transmit to the other  
an authorization for travel in the territory of its country for the entire period of such  
regular transport.

4. The proposals for the organization of regular passenger transport shall be  
accepted by the competent organs of the Contracting Parties on the basis of  
reciprocity.

<sup>1</sup> Came into force on 1 November 1973, the date of the last of the notifications (effected on 1 August and 1  
November 1973) by which the Contracting Parties informed each other that the national constitutional procedures had  
been fulfilled, in accordance with article 25.

*Article 3.* 1. Occasional transport of passengers, with the exception of the transport operations referred to in article 4 of this Agreement, shall require authorization from the competent organs of the Contracting Parties.

2. In the case of each operation involving the occasional transport of passengers, an authorization shall be issued giving permission for one round-trip journey, save as otherwise specified in the authorization.

3. The competent organs of the Contracting Parties shall provide each other once a year with a mutually agreed number of blank authorizations for occasional passenger transport. These authorizations shall bear the stamp and signature of the competent organ issuing the authorization.

4. The competent organs of the Contracting Parties shall issue an authorization covering the section of the route situated in their territory.

*Article 4.* 1. No authorization shall be required in the case of occasional passenger transport by motor-coach where the same group is carried in the same motor-coach:

(a) Throughout the entire journey, which begins and ends in the territory of the Contracting Party in which the motor-coach is registered;

(b) During a journey beginning in the territory of the Contracting Party in which the motor-coach is registered and ending in the territory of the other Contracting Party, on condition that the motor-coach leaves the latter territory empty.

2. No authorization shall be required in the case of the replacement of a defective motor-coach by another motor-coach.

3. The driver of a motor-coach used for the transport operations referred to in paragraph 1 of this article must carry a document containing the list of passengers.

*Article 5.* The competent organs of the Contracting Parties may take any additional measures favouring the development of tourist transport between the two countries or in transit through their respective territories.

## II. GOODS TRANSPORT

*Article 6.* 1. The transport of goods by road shall, with the exception of the transport operations referred to in article 7 of this Agreement, be effected on the basis of authorizations issued by the competent organs of the Contracting Parties.

2. In the case of each goods transport operation, authorization shall be issued giving permission for one round-trip journey. Authorizations may also be issued for several journeys or for a specific period.

3. The authorization shall entitle the carrier to take on a return load.

4. The competent organs of the Contracting Parties shall provide each other once a year with blank authorizations for goods transport operations within a mutually agreed quota. These blank authorizations shall bear the stamp and signature of the competent organ issuing authorization.

*Article 7.* The competent organs of the Contracting Parties shall, in addition to the agreed number of authorizations, transmit to each other an unlimited number of authorizations for the transport of:

(a) Bodies or ashes of deceased persons;

(b) Household effects in the case of removals;

(c) Samples, equipment and material intended for exhibition and fairs or displays;

- (d) Vehicles, animals and miscellaneous material and equipment intended for sports events;
- (e) Stage scenery and theatrical properties, musical instruments and equipment and other requisites for radio or television broadcasts;
- (f) Postal matter;
- (g) Damaged motor vehicles.

The above-mentioned authorizations shall also be valid for breakdown and towing vehicles.

2. The exceptions referred to in paragraph 1, subparagraphs (c), (d) and (e), of this article shall apply only where the goods are either to be returned to the country in which the vehicle is registered or to be dispatched to the territory of a third country.

*Article 8.* 1. Where the over-all dimensions or weight of the vehicle, laden or unladen, exceed the standards prescribed in the territory of the other Contracting Party, and also in the case of the transport of dangerous goods, the carrier must obtain a special authorization from the competent organs of the other Contracting Party.

2. Where the authorization referred to in paragraph 1 specifies that the vehicle is to follow a particular route, the transport operation shall be effected on that route.

*Article 9.* The goods transport operations referred to in this Agreement shall be effected on the basis of consignment notes corresponding to the generally accepted international model.

### III. GENERAL PROVISIONS

*Article 10.* 1. The transport operations referred to in this Agreement may be effected only by carriers which are entitled under the law of their country to engage in international transport operations.

2. Vehicles used for international transport operations shall display the registration plate and nationality plate of their country.

*Article 11.* 1. Carriers shall not be permitted to convey passengers or goods between two points situated in the territory of the other Contracting Party.

2. Carriers may effect transport operations from the territory of the other Contracting Party to the territory of a third country and from the territory of a third country to the territory of the other Contracting Party if they have obtained a special authorization for the purpose from the competent organ of the other Contracting Party.

*Article 12.* A carrier of one Contracting Party engaged in transport operations referred to in this Agreement shall be required, while in the territory of the other Contracting Party, to comply with the traffic regulations and other regulations and laws in force there.

*Article 13.* Payments arising in connexion with transport operations under this Agreement shall be effected in accordance with the payments agreements in force between the Contracting Parties.

*Article 14.* Passenger and goods transport operations effected by carriers of one Contracting Party in the territory of the other Contracting Party under this Agreement, and vehicles used for such transport operations, shall be exempt from charges connected with the issue of authorizations under this Agreement, the use of roads and the possession or use of vehicles and from taxes on income and earnings derived from transport operations.

*Article 15.* Transport operations may be effected under this Agreement only if compulsory civil liability insurance has first been taken out in respect of each vehicle used for such operations.

*Article 16.* Matters relating to health, customs and frontier control shall be governed by the provisions of the international agreements by which both Contracting Parties are bound. Any questions not covered by such agreements shall be settled in accordance with the domestic law of each Contracting Party.

*Article 17.* In the exercise of health, customs and frontier control, priority treatment shall be accorded in the case of the transport of seriously ill persons, the regular transport of passengers by motor-coach and the transport of livestock and perishable goods.

*Article 18.* 1. In the case of the transport operations referred to in this Agreement, the following articles shall be exempt, on the basis of reciprocity, from customs and excise duty and from the import permit requirement when imported into the territory of the other Contracting Party:

- (a) Fuel contained in tanks of vehicles to a limit of 70 litres for passenger transport and 50 litres for goods transport;
- (b) Lubricants for essential use while the vehicle is being driven;
- (c) Spare parts and tools intended for the repair of a damaged vehicle used for international transport operations.

2. Unused spare parts shall be re-exported, and replaced parts shall be taken out of the country, destroyed or surrendered in accordance with the regulations in force in the territory of the Contracting Party concerned.

*Article 19.* The Contracting Parties shall take all possible steps to facilitate the practical conduct of the transport operations referred to in this Agreement.

*Article 20.* The competent organs of the Contracting Parties shall maintain direct contact with each other for the purpose of facilitating the implementation of this Agreement; on the proposal of one of the Contracting Parties, they shall meet to settle questions arising from the system of authorizations for the transport of passengers and goods, and to exchange experience and information concerning the use of the authorizations issued.

*Article 21.* In the event of any violation of the provisions of this Agreement, the competent organs of the country in which the vehicle is registered shall, at the request of the competent organs of the other Contracting Party, take action in respect of the carrier as provided by their national legislation.

At the request of the competent organ of one of the Contracting Parties, the competent organ of the other Contracting Party shall report on the action taken.

*Article 22.* The Contracting Parties shall settle by means of negotiation and consultation any disputes arising in connexion with the interpretation and application of this Agreement.

*Article 23.* Questions not covered by this Agreement or by the international agreements by which both Contracting Parties are bound shall be settled in accordance with the domestic law of each Contracting Party.

*Article 24.* This Agreement shall not affect any rights or obligations of the Contracting Parties arising from other international agreements or treaties concluded by them.

*Article 25.* This Agreement is concluded for an indefinite period of time. It shall enter into force on the date when the Contracting Parties inform each other by an exchange of notes that the national constitutional procedures have been fulfilled.

Each Contracting Party may terminate this Agreement at any time by giving three months' notice to the other Party to this effect.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

DONE at Moscow on 20 April 1973, in duplicate, in the French and Russian languages, both texts being equally authentic.

For the Government  
of the French Republic:

[Signed]  
J. VIMONT

For the Government  
of the Union of Soviet  
Socialist Republics:

[Signed]  
TROUBITZINE

## PROTOCOL

CONCERNING THE APPLICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS CONCERNING INTERNATIONAL ROAD TRANSPORT

With respect to the application of the Agreement concluded at Moscow on 20 April 1973 between the Government of the French Republic and the Government of the Union of Soviet Socialist Republics concerning international road transport, the Contracting Parties have agreed as follows:

1. For the purposes of this Agreement, the following shall be deemed to be the competent organs:

On the French side:

for articles 2, 3, 6, 7, 11, 20, and 21:

the Land Transport Directorate of the Ministry of Transport;

for article 5:

the Land Transport Directorate of the Ministry of Transport, and  
the Commissariat-General for Tourism attached to the Ministry of  
Physical Planning, Capital Development, Housing and Tourism;

for article 8:

- in the case of goods transport operations where the dimensions or weight of the vehicle exceed the prescribed standards,  
the Roads and Road Traffic Directorate of the Ministry of Physical Planning, Capital Development, Housing and Tourism;
- in the case of the transport of dangerous goods,  
the Land Transport Directorate of the Ministry of Transport.

On the Soviet side:

for articles 2, 3, 6, 7, 11, 20 and 21:

the Ministry of Road Transport of the Russian Soviet Federated Socialist Republic (RSFSR);

for article 5:

the Ministry of Road Transport of the RSFSR, and  
the Chief Directorate for Foreign Tourism attached to the Council of Ministers of the USSR;

for article 8:

the Ministry of Road Transport of the RSFSR,  
the Ministry of Internal Affairs of the USSR and the highway authorities  
of the Union Republics.

2. For the purposes of this Agreement,

the term "vehicle" shall be understood to mean:

- in the case of goods transport, a truck, a truck with a trailer, a towing vehicle or a towing vehicle with a semi-trailer;
  - in the case of passenger transport, a motor-coach, i.e., a road transport vehicle intended for the carriage of passengers and having not less than 8 seats, excluding the driver's seat, and also a trailer for luggage;

and the term "regular transport of passengers" shall be understood to mean:

- transport services operated on fixed routes and in accordance with fixed timetables, and picking up and setting down passengers at points determined in advance.

3. The Soviet Party has transmitted to the French Party a map of the European part of the USSR showing the roads open to international traffic.

The Soviet Party will notify the French Party in good time of any changes in the list of roads open to international traffic.

4. The conditions for the exchange of the blank authorization forms referred to in articles 3 and 6 of the Agreement, and the procedure for their use, shall be agreed upon between the Ministry of Transport of the French Republic and the Ministry of Road Transport of the RSFSR within three months from the date of signature of the Agreement. Authorizations issued shall be carried on board the vehicle.

Drivers of motor-coaches engaged in regular passenger transport services in accordance with article 2 of the Agreement shall carry a duly certified copy of the authorization to operate the regular service.

5. The French Party has informed the Soviet Party that, in accordance with French domestic regulations, the driver of a motor-coach carrying passengers on journeys of the type referred to in article 4 of the Agreement must, at the request of the Customs authorities, produce a declaration in triplicate containing a list of the passengers drawn up in conformity with the model transmitted to the Soviet Party.

6. The blank authorization forms shall be printed in the French and Russian languages.

7. Trailers and semi-trailers used in goods transport operations may bear registration plates and nationality plates of other countries, provided that the truck or other vehicle towing them bears registration plates and nationality plates of the Soviet Union or France.

8. Each Party shall facilitate the issue of visas in good time to drivers of vehicles engaged in transport operations in accordance with the Agreement, and to other members of the crews of such vehicles.

9. For the purposes of articles 16 and 17 of the Agreement, "health control" shall be understood to mean health, veterinary and phyto-sanitary control.

10. The French Party has informed the Soviet Party that, in accordance with French law:

- in the case of goods transport, value-added tax is payable by the consignees; and
- in the case of passenger transport, value-added tax is included in the cost of the ticket and is calculated in proportion to the distance covered in French territory; however, travel by passengers in transit and passenger transport operations as specified in article 4, paragraph 1 (a), of the Agreement are exempt from such tax.

The Soviet Party has informed the French Party that it reserves the right to introduce similar taxes.

11. The quota of authorizations shall, in principle, be established annually. It shall be set at the same level for each Contracting Party. If it appears that, in the application of the Agreement, authorizations will not be used to an equal extent by the carriers of each country, the quota of authorizations for the following year may be adjusted accordingly.

12. The Contracting Parties shall take steps to promote co-operation between road transport enterprises and firms in the two countries, especially as regards the opening of offices for them.

DONE at Moscow on 20 April 1973 in duplicate, in the French and Russian languages, both texts being equally authentic.

For the Government  
of the French Republic:

[Signed]  
VIMONT

For the Government  
of the Union of Soviet  
Socialist Republics:

[Signed]  
TROUBITZINE