

**No. 21515**

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**CYPRUS  
and  
YUGOSLAVIA**

**Agreement on the international carriage of goods by road.  
Signed at Nicosia on 21 November 1980**

*Authentic text: English.*

*Registered by Cyprus on 8 January 1983.*

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**CHYPRE  
et  
YOUGOSLAVIE**

**Accord relatif au transport international routier de mar-  
chandises. Signé à Nicosie le 21 novembre 1980**

*Texte authentique : anglais.*

*Enregistré par Chypre le 8 janvier 1983.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CYPRUS AND THE FEDERAL EXECUTIVE COUNCIL OF THE ASSEMBLY OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA ON THE INTERNATIONAL CARRIAGE OF GOODS BY ROAD

The Government of the Republic of Cyprus and the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia (hereinafter called Contracting Parties),

Desirous to facilitate international carriage of goods by road between their respective countries, as well as in transit through their territories, and this on the basis of reciprocity and mutual benefit;

Have agreed as follows:

*Article 1. SCOPE*

The provisions of this Agreement apply to international carriage of goods by freight road vehicles registered in the territory of either Contracting Party:

- (a) Between any point in the territory of one Contracting Party and any point in the territory of the other Contracting Party;
- (b) In transit through the territory of the other Contracting Party;
- (c) Between any point in the territory of the other Contracting Party and any point in the territory of a third country, provided that such carriage is not contrary to the laws and regulations of such third country or provisions of an agreement between such third country and either of the Contracting Parties.

*Article 2. DEFINITIONS*

For the purpose of this Agreement, the specific terms used in this Agreement shall have the following meanings:

(a) "Carrier" shall mean any physical or legal person authorized either in the Republic of Cyprus or in the Socialist Federal Republic of Yugoslavia, in accordance with the respective national laws and regulations, to perform international carriage of goods for reward or on his own account;

(b) "Freight vehicle" shall mean any road motor vehicle or trailer, or semi-trailer which:

- Has been constructed or adapted for the carriage of goods by road and is used as such;
- Is registered in the territory of either Contracting Party; and
- Is temporarily imported into the territory of the other Contracting Party for the purpose of international carriage of goods to or from any place in that territory, or in transit through that territory.

<sup>1</sup> Came into force on 10 October 1982, i.e., 30 days after the date on which the Contracting Parties had informed each other in writing of the completion of all legal requirements for its effectiveness in their respective territory, in accordance with article 15 (1).

### Article 3. COMPETENT AUTHORITIES

1. Competent Authorities deal with all matters concerning implementation and application of this Agreement.

2. Competent Authorities for the implementation of this Agreement are:

- In the Republic of Cyprus: The Ministry of Communications and Works;
- In the Socialist Federal Republic of Yugoslavia: Federal Committee for Transport and Communication.

### Article 4. PERMITS

1. Except for the carriages referred to in article 5 of this Agreement, a carrier is due to obtain a permit in order to perform carriages referred to in article 1 of this Agreement.

2. To obtain a permit, a carrier shall apply to the Competent Authority of that Contracting Party by which he was authorized.

3. The Competent Authority issues permits from the annual quota of permits for the current year; such quota is fixed by mutual agreement with the Competent Authority of the other Contracting Party.

4. A separate quota is fixed for each respective type of carriages referred to under (a), (b) and (c) in article 1.

5. In order to provide for the implementation of the provision of paragraph 3 above, the Competent Authorities shall exchange the agreed number of blank, duly approved permit forms.

6. Permits are not transferable.

7. A permit is valid only for one motor vehicle with a trailer or a semi-trailer, or without it.

8. There are three types of permits:

- (a) Permits for the carriages referred to in article 1 under (a) (bilateral permits). Such permits authorize the carrier also to take a return load;
- (b) Permits for the carriages referred to in article 1 under (b) (transit permits);
- (c) Permits for the carriages referred to in article 1 under (c) (permits for carriages to and from third countries).

Each of the three kinds of permits is valid for one journey only (a return trip), and for the period of up to two months from the date of issue.

### Article 5. EXEMPTIONS FROM THE PERMITS REGIME

Permits referred to in article 4 of this Agreement are not required in cases of the carriage of:

- (a) Goods from and to airports in cases of aircraft crashes or other emergencies, or in case of forced landing or flight rerouting;
- (b) Damaged motor vehicle and/or its trailer or semi-trailer;
- (c) Human remains;
- (d) Pieces of art, exhibition articles, equipment and material intended for exhibitions and fairs;
- (f) Properties, equipment or animals to or from theatrical, musical, cinematographic or circus performances or sporting events, or to or from the making of radio or television broadcasts or films;

(g) Medicaments, medical equipment and supplies given as contributions for humanitarian reasons.

Carriages under (d) and (f) above may be effected without a permit provided only that the articles or animals carried are being temporarily imported.

#### *Article 6. TAXES AND CHARGES*

1. Carriers engaged in the carriage of goods under this Agreement are exempted, with respect to such carriages in the territory of the other Contracting Party, from payment of administrative taxes for permits, as well as from taxes and charges on their operation or possession of vehicles in the territory of the other Contracting Party.

2. The provisions of paragraph 1 of this article shall in no way affect the obligation of payment of taxes or charges on fuel consumption and road charges for foreign vehicles in accordance with the regulations of the other Contracting Party.

3. Competent Authorities of the Contracting Parties may, if their respective legislation allows so, agree on the mutual exemption of carriers from the obligation of payment of road charges referred to in paragraph 2 of this article for the carriages referred to in article 1, under (a) as well as for certain categories of carriage referred to in article 5 of this Agreement.

The provisions of paragraphs 1 and 3 of this article do not apply to the obligation of payment of tolls on roads, bridges or other road facilities where such tolls are levied.

#### *Article 7*

No import of fuel shall be permitted into the territory of one Contracting Party by a vehicle registered in the territory of the other Contracting Party without payment of respective taxes and duties except for the quantity contained in the ordinary supplied tank(s) of the vehicle.

#### *Article 8. SPECIAL TRANSPORT*

If the weight or the dimensions, or both, of a vehicle with or without the load, registered in the territory of one Contracting Party, exceed the maximum permitted weight or dimensions stipulated by the respective laws and regulations of the other Contracting Party, the carrier is obliged to obtain from the Competent Authority of the other Contracting Party a special permit, in addition to that referred to in article 4 of this Agreement.

#### *Article 9. LOCAL TRANSPORT*

Vehicles registered in the territory of one Contracting Party are not allowed to perform carriage of goods between two points in the territory of the other Contracting Party.

#### *Article 10*

The carriage of goods under this Agreement shall be effected provided that the carrier has insured each of his vehicles used for such carriage in the territory of the other Contracting Party.

The insurance must cover any damage that freight vehicles might cause to third parties.

*Article 11.* PERMITS CONTROL

Permits issued in accordance with the provisions of this Agreement must be carried in the vehicle and presented at the request of a person duly authorized for exercising control in the territory of the other Contracting Party.

*Article 12.* COMPLIANCE WITH NATIONAL REGULATIONS

A carrier authorized in the territory of one Contracting Party, when in the territory of the other Contracting Party, shall comply with the laws and regulations in force in that territory with respect to road transport and road traffic.

*Article 13.* VIOLATION OF AGREEMENT PROVISIONS

1. In case of a carrier of one Contracting Party not complying with the provisions of this Agreement, the Competent Authority of the other Contracting Party may advise the Competent Authority of the other Contracting Party by which the carrier was authorized and request that Competent Authority to:

- (a) Issue a warning to that carrier;
- (b) Issue such a warning together with a notification that any subsequent infringement will lead to the temporary or permanent exclusion of vehicles owned or operated by that carrier from the territory of the Contracting Party in which the infringement occurred, or
- (c) Issue notification of such exclusion.

2. The provisions of this article shall in no way prejudice any lawful sanctions that may be applied by the courts or enforcement authorities of the Contracting Party whose laws or regulations have been violated.

*Article 14.* JOINT CONSIDERATION OF ISSUES RELATED TO  
AGREEMENT IMPLEMENTATION

Where necessary, outstanding issues related to the implementation and application of this Agreement, that could not have been resolved in direct contact between the Competent Authorities of the Contracting Parties, shall, by mutual agreement, be transmitted for consideration within the Permanent Mixed Commission of Cyprus and Yugoslavia on economic, scientific and industrial cooperation.

*Article 15.* EFFECTIVENESS AND VALIDITY

1. This Agreement shall come into force thirty days after the date when the Contracting Parties have informed each other in writing that all legal requirements for effectiveness of the Agreement in their respective territory have been fulfilled.

2. This Agreement shall remain in force unless it is terminated by either party giving six months notice thereof in writing to the other Party.

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

DONE in Nicosia, this 21st day of November, 1980, in two copies in the English language, both texts being equally authentic.

For the Government  
of the Republic of Cyprus:

[*Signed — Signé*]<sup>1</sup>

For the Federal Executive Council of the  
Assembly of the Socialist Federal  
Republic of Yugoslavia:

[*Signed — Signé*]<sup>2</sup>

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<sup>1</sup> Signed by T. G. Tatianos — Signé par T. G. Tatianos.

<sup>2</sup> Signed by Ranko Radulovic — Signé par Ranko Radulovic.