

No. 24320

**FRANCE
and
TUNISIA**

**Agreement concerning the international transport of goods
by road. Signed at Tunis on 28 June 1983**

Authentic texts: French and Arabic.

Registered by France on 29 August 1986.

**FRANCE
et
TUNISIE**

**Accord relatif aux transports internationaux de marchan-
dises par route. Signé à Tunis le 28 juin 1983**

Textes authentiques : français et arabe.

Enregistré par la France le 29 août 1986.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF TUNISIA CONCERNING THE INTERNATIONAL TRANSPORT OF GOODS BY ROAD

The Government of the French Republic and the Government of the Republic of Tunisia,

Desiring to promote the transport of goods between the two countries and in transit through their respective territories,

Have agreed as follows:

Article 1. 1. The transport of goods from or to the territory of one Party, or through that territory, by vehicles registered in the territory of the other Party shall be permitted under the conditions set forth in this Agreement.

2. The term “vehicle”, as used in paragraph 1 above, shall mean, any mechanically propelled road vehicle intended or adapted for the purpose of transporting goods, as well as trailers and semi-trailers which may be coupled thereto, whether imported together with the mechanically propelled vehicle or separately.

Article 2. The transport of goods as referred to in article 1, paragraph 1, shall be subject to the prior issuance of a permit.

Article 3. 1. Permits shall be of two types:

- (a) Journey permits, valid for one or more journeys and for a period not exceeding three months;
- (b) Time permits, valid for an unspecified number of journeys and for a period of one year.

2. Permits shall entitle the carrier to take on a return load of goods.

Article 4. The competent authorities of the country of registration of the vehicles shall issue permits on behalf of the other Party within the limits of an equal journey quota for each Party as agreed upon annually.

Article 5. 1. However, the competent authorities shall grant permits outside the quota limitation in the following cases:

- (a) The transport of human remains by vehicles equipped for that purpose;
- (b) The removal of households;
- (c) The transport of equipment, properties and animals to or from theatrical, musical, cinematographic and sporting events, circuses, fairs or festivals and to or from radio broadcasting recording sessions and cinematographic or television filming sessions;
- (d) Transport of damaged vehicles.

¹ Came into force on 1 September 1984, i.e., the first day of the second month following the date of the last of the notifications by which the Parties had informed each other of the completion of the required procedures, in accordance with article 22.

2. The permits mentioned above shall be valid for breakdown and towing vehicles.

Article 6. Permits shall be printed in the languages of both Parties in accordance with the models drawn up by agreement between their competent authorities.

These authorities shall provide each other with the blank permits necessary for the application of this Agreement.

Article 7. Firms registered in the territory of one Party may not carry out transport operations between two points situated in the territory of the other Party.

Article 8. Firms registered in the territory of one Party may not carry out transport operations between the territory of the other Party and the territory of a third country without a permit issued by the other Party.

Article 9. Where the weight or dimensions of a vehicle or load exceed the limits permitted in the territory of the other Party, the vehicle may not operate unless it is provided with a special permit issued by the competent authority of that Party.

This permit may limit operation of the vehicle to a specific route.

Article 10. 1. Permits shall be personal and non-transferable.

2. The competent authorities shall issue the permits provided for under this Agreement free of charge. They may insist that carriers subject to their authority complete a log for each journey.

3. The permits provided for under this Agreement must be carried on board the vehicle and be produced whenever required by inspection officials.

4. The logs shall be stamped by the customs authority upon entry into and exit from the territory of the Party to which the journey is made.

Article 11. Each Party guarantees to the other Party that it will grant, in accordance with the regulations in force in its country, the permits required to transfer the excess of income over expenses deriving from each transport operation carried out under this Agreement.

Article 12. Firms carrying out transport operations covered by this Agreement shall, in respect of transport operations carried out in the territory of the other Party, pay the taxes and charges levied in that territory under the following conditions:

Road vehicles registered in the territory of one Contracting Party which are temporarily imported into the territory of the other Contracting Party while transporting goods covered by this Agreement shall be exempt in the territory of the other Contracting Party from taxes and charges relating to the ownership and operation of vehicles, and from all special taxes on the transport of goods, with the exception of taxes and charges on consumption.

Article 13. The members of the crew of the vehicle may import temporarily free of duty and without an import licence their personal effects and such equipment as may be necessary for their vehicle for the length of their stay in the territory of the other Party.

Article 14. Spare parts required for the repair of vehicles carrying out transport operations covered by this Agreement shall be exempt from customs duties and charges and from import restrictions.

Parts which have remained unused or been replaced shall be re-exported or destroyed under customs supervision.

Spare parts shall normally be covered by the rules governing temporary imports. Commonly used parts accompanying the vehicle shall be exempt from any security or deposit requirements.

Article 15. Transport firms and their personnel shall be required to respect the provisions of this Agreement as well as the laws and regulations concerning transportation, road traffic, customs, working hours and maximum driving time in force in the territory of each Party.

Article 16. The domestic legislation of each Party shall apply to all matters not regulated by this Agreement.

Article 17. 1. If the provisions of this Agreement are violated by a carrier in the territory of one of the Parties, the competent authorities of the State in which the vehicle is registered shall, at the request of the competent authorities of the other Party, impose one of the following penalties:

(a) Caution;

(b) Withdrawal, temporarily or permanently, partially or totally, of the right to carry out transport operations in the territory of the State in which the violation was committed.

2. The authorities applying the penalty shall inform the requesting authorities.

Article 18. The Parties shall indicate which authorities are competent to take the measures specified in this Agreement and to exchange all the necessary information, whether of a statistical nature or otherwise.

Article 19. 1. In order to ensure the proper application of the provisions of this Agreement, the two Parties shall establish a specialized Mixed Commission.

2. The said Commission shall meet, at the request of either Party, alternately in the territory of each Party.

Article 20. The competent authorities indicated by the Parties shall determine the procedures for the application of this Agreement by means of an administrative arrangement. The Mixed Commission established under article 19 shall be competent to make the necessary amendments to that arrangement.

Article 21. The provisions of this Agreement shall apply without prejudice to the regulations and obligations deriving from the Treaty establishing the European Economic Community, done at Rome on 25 March 1957.¹

Article 22. Each Party shall notify the other of the completion of the procedures required under its Constitution for the entry into force of this Agreement, which shall take place on the first day of the second month following the date of the last such notification.

¹ United Nations, *Treaty Series*, vol. 298, p. 3.

This Agreement is concluded for a term of one year. It shall be extended automatically from year to year unless denounced by one of the Contracting Parties six months before the expiry of the current term.

DONE at Tunis on 28 June 1983, in duplicate in the French and Arabic languages, both texts being equally authentic.

For the Government
of the French Republic:

[*Signed*]

CHARLES FITERMAN
Minister of Transport

For the Government
of the Republic of Tunisia:

[*Signed*]

SADOK BEN JEMAA
Minister of Transport
and Communications
