

**AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE ISLAMIC  
REPUBLIC OF PAKISTAN  
AND  
THE GOVERNMENT OF THE REPUBLIC OF AZERBAIJAN  
ON TRANSIT TRADE**

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**PREAMBLE**

The Government of the Islamic Republic of Pakistan and the Government of the Republic of Azerbaijan, hereinafter 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 the Republic of Azerbaijan to freedom of access to the sea as an essential principle for the expansion of its international trade and economic development,

ADMITTING the importance of connecting the Republic of Azerbaijan through the territories of third countries and Islamic Republic of Pakistan to sea ports; and Islamic Republic of Pakistan's connectivity with Central Asia,

REITERATING their commitment to ensure smooth, rapid and efficient movement of goods, luggage and vehicles from, to and through the territories of the States of the Contracting Parties;

ACKNOWLEDGING the need for effective reciprocal transit services between the Contracting Parties;

Have agreed as follows:

**SECTION I  
GENERAL PROVISIONS**

**Article 1  
Purpose and Objectives**

The Contracting Parties agree to facilitate the transport of goods through territories of their respective States and to provide transit services/ facilities in accordance with their national legislations and the provisions of this Agreement, as well as their international obligations.

The Contracting Parties shall take all necessary measures:

- a) to ensure the efficient and effective administration of transit goods being carried in all types of transport, avoiding unnecessary delays and costs in the



movement of goods and commercial vehicles through the territories of their States;

- b) to bring about the simplification, transparency and harmonization of documentation and procedures relevant to goods and traffic in transit;
- c) to promote intermodal freight transport;
- d) to enhance cooperation to facilitate bilateral and transit trade to support the economic growth of the two countries;
- e) to cooperate for control of illicit trade between and through the territories of their States.

## **Article 2**

### **Definitions**

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

**Bilateral trade** means exchange of goods and services between two countries, passing through third country or directly;

**Carriers** means legal or natural person responsible for the transport of goods by rail, road, and other means of transportation as agreed between the Contracting Parties 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 standardized 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;

**Cross border traffic** means traffic originating from the territory of the State of one Contracting Party that ends up in the territory of the State of 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, taxes and other charges 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;

**Custom Transit** means the customs procedure under which goods are transported under customs control from one customs office to another;

**Custom Office** means customs administrative unit competent for the performance of the customs formalities and the premises or other areas approved for that purpose by the competent authorities;

**Dangerous goods** mean those substances and articles the international carriage by road of which is prohibited by, or authorized only on certain conditions by, Annexes A and B of the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR – 1957, Geneva as amended 2007);

**Examination of goods** means the process of physical ascertainment by Customs of nature, condition, quantity and value with reference to transit documents submitted;

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

**Freight forwarding service** means a type of transport service associated with the organization of the process of sending and receiving cargo, as well as the performance of other types of work related to the carriage of goods in accordance with the contract of freight forwarding;



**Import duties and taxes** means Customs duties and all other duties, taxes, and other charges levied in accordance with national 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 States of the Contracting Parties (bilateral traffic) or through the territory of the State 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;

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

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

**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;

**Cabotage** means transport of goods loaded in the territory of the State of the Contracting Party for unloading at a location within the territory of the State of the same Contracting Party;

**Means of transport** means road vehicles and railway rolling stock and other means as agreed between the Contracting Parties aimed at transporting goods;

**National legislation** means the entire body of national or local laws and regulations in force in respective States of the Contracting Parties;

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

**Border crossing point** means the territory (part of the territory) of border railway stations and highways, sea ports, river ports, airports (aerodromes) open for international relations, as well as persons, vehicles, goods, other property, livestock across the State Border of the States of the Contracting Parties other specially equipped place where border, customs and other types of control of goods, seeds, planting material, other products of animals and plants are carried out;

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

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

**Road Transport Permit** means a document issued by a competent authority of one Contracting Party that allows vehicles registered in the territory of the State of the other Contracting Party to enter or exit or transit through its territory;

**Transit** means movement of goods (including unaccompanied baggage) and vehicles in transit across the territory of the State 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 state of the Contracting Party across whose territory the traffic passes;

**Transit route** means a route in the respective territories of the States 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 legal or natural persons engaged in transportation who, in conformity with the national regulation of their country are permitted to carry out international transport operations between the territories of the States of Contracting Parties or between his home country and to/from a third country through the territory of the State of the other Contracting Party;

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

**Vehicle** means any power-driven vehicle manufactured for transport of passengers or goods by motor roads and registered in the territory of the State of one of the Contracting Parties, including joint combination of any trailer or semi-trailer with a road tractor regardless of the State territory of registration of the trailer or semi-trailer;

**Medico-sanitary inspection** means the inspection exercised for the protection of the life and health of persons;

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

**Cross Stuffing** means transfer of goods from one container to another container or any other mode of transportation as per TIR specifications, in the premises of the port/off dock terminal under Customs supervision;

**Multimodal transport (combined transport)** is the transport of goods using more than one mode of transportation, but under the terms of a single contract.

## **SECTION II TRANSIT ROUTES**

### **Article3 Designation of Transit Routes**

1. The routes used for transit traffic through the territories of the Republic of Azerbaijan and the Islamic Republic of Pakistan shall include:

a) maritime ports in the territory of the Islamic Republic of Pakistan, i.e. Karachi Port, Port Qasim and Gwadar Port; maritime ports in the territory of the Republic of Azerbaijan, i.e. "Baku International Sea Trade Port" Closed Joint Stock Company (Port of Baku) and Baku Hovsan International Trade Sea Port;



- b) road and rail links between these ports and border crossings with third countries mentioned in Annex 1 of this Agreement
- c) airports in the territories of the Republic of Azerbaijan and the Islamic Republic of Pakistan;
- d) transit rail/ road routes through the territories of the Islamic Republic of Pakistan and the Republic of Azerbaijan;
- e) land stations between the States of the Contracting Parties, or between the state of one Contracting Party and a third country.

2. Annex 1 to this Agreement on "International Transit Routes and Ports/Border Crossing Points" defines routes and points of entry and exit for the transport of goods in transit. These routes may be discontinued or new ones added upon mutual written agreement.

3. The routes for international transit through the territory of the Republic of Azerbaijan shall include road, railway, seaway links to/from its land border crossings with third countries.

4. Additional routes may be agreed between the Contracting Parties. Goods transported via these routes shall be entered at the proper Customs ports prescribed by each Contracting Party.

5. Adequate transit and other facilities including warehousing shall be provided by the Contracting Party concerned at the ports and/or any mutually agreed customs approved areas.

6. The provisions of this Agreement shall not apply to Transit Traffic Services through the airspace of the Contracting Parties.

#### **Article 4**

#### **Safety of Traffic in Transit and Use of Multimodal Transport**

- 1. The Contracting Parties undertake to encourage and promote multimodal transport.
- 2. Multimodal transport operations shall be based on internationally recognized documentation and procedures.
- 3. 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 III FACILITATION OF TRANSIT TRADE**

#### **Article 5**

#### **Provision of Infrastructure and Services**

To ensure the smooth and expeditious movement of traffic in transit, the Contracting Parties undertake to:

- a) cooperate for establishing a common portal which should devise an interface between the Customs Information System in the Republic of Azerbaijan and the Islamic Republic of Pakistan Customs Computerized System (CCS) to exchange information in advance of movement of goods and means of transport;
- b) ascertain that adequate manpower resources are made available for the speedy completion of frontier formalities, such as customs, border and other controls and inspections;



c) provide in accordance with the regulations of the Contracting Parties warehousing facilities for the storage of goods in customs bonded warehouses at the port of entry and/or any mutually agreed customs approved areas;

d) provide in accordance with the regulations of the Contracting Parties adequate and secure parking space for containers and for trucks and other vehicles awaiting goods clearance; and

e) provide and maintain reliable mail and telecommunication services.

#### **SECTION IV GENERAL CONDITIONS FOR TRANSPORT IN TRANSIT**

##### **Article 6 Maritime Ports**

1. The Government of the Islamic Republic of Pakistan guarantees the Republic of Azerbaijan, the right to use the ports of Karachi, Port Qasim, and Gwadar Port, for the movement of goods in transit to and from the Republic of Azerbaijan in accordance with the official tariffs, rates and conditions applicable to other users of the ports without any discrimination and in accordance with its international obligations.

2. Adequate sheds and spaces shall be made available separately for goods in transit to and from the Republic of Azerbaijan to accommodate the required traffic. In return, the Republic of Azerbaijan shall provide similar facilities for the Islamic Republic of Pakistan cargo, crossing its territory in accordance with its international obligations.

##### **Article 7 Ports/Border Crossing Points**

The Contracting Parties shall provide adequate facilities and related installations needed for road, and multimodal transport such as combined transport terminals at operating ports/border crossing points as given in Annex 1.

##### **Article 8 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 State of the other Contracting Party;

b) all vehicles to remain within the specified routes of the territory of the State 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 9 Licensing of Transport Operators**

1. The Contracting Parties agree to harmonise and facilitate the requirements necessary for the transport of goods into/ from and through the territories of their States.

2. National Transport Operators, in order to undertake international transport operations shall be licensed by the Contracting Party according to its national legislations where they are commercially registered, according to the criteria set out in the Protocol One to this Agreement- Section II "Criteria for Licensing Road Transport Operators for International Carriage of Goods in Transit".



**Article 10**  
**Exchange of Road Traffic Rights**

1. Transport of goods between the territories of the States of the Contracting Parties, in transit through the territories of their States, as well as to/from third countries, except for transportation provided for in Article 19 of Protocol One of this Agreement shall be carried out by the vehicles in accordance with permits issued by the competent authorities of the States of the Contracting Parties.

2. Permits are divided into the following main types:

a) Permit for the transport of goods between / in transit through the territories of States of the Contracting Parties;

b) Permit for the transport of goods from the territory of the State of the other Contracting Party to the territory of the third country and/or from the territory of the third country to the territory of the State of the other Contracting Party;

c) Permit for the occasional transport of passengers by vehicles.

3. In addition to these permits, the competent authorities of the States of the Contracting Parties may agree between themselves on other types of permits.

**Article 11**  
**Prohibition of Cabotage**

Unless specific permission has been obtained from the relevant authorities of the host country, means of transport registered in one Contracting Party shall be prohibited from carrying goods loaded at a point in the territory of the State of the other Contracting Party for delivery at any other point in that territory.

**Article 12**  
**Railways Transport Operator**

1. The movement of transit goods shall be made as per the Railways Rules & Regulations applicable to the transit goods passing through the territories of the States of the Contracting Parties. The freight charges shall be fixed on reciprocal basis by relevant railway authorities.

2. In case a need arises for a separate Protocol on Railways, Contracting Parties shall discuss and draft a new Protocol.

**Article 13**  
**Commercial Presence**

Subject to national legislation and clearance from the concerned authorities, the Contracting Parties shall grant permission to freight forwarders, transport operators, banks and insurance companies of the other Contracting Party to establish offices in the respective territories of their States 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 V**  
**REQUIREMENTS FOR THE ADMITTANCE OF ROAD VEHICLES**

**Article 14**  
**Admittance of Vehicles**

The Contracting Parties shall admit to the territories of their State vehicles whether left-hand or right-hand drive, (operated commercially), registered in the territory of the State of 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 15**  
**Driving License and Vehicle Registration Documents**

1. National and international driving licenses, state registration plate and registration documents of the road vehicles used for performing international road transport under this Agreement must comply with the requirements set out by Vienna Convention on Road Traffic dated 8 November 1968.

2. The permits and other documents that are required for performing international road transport under this Agreement must be kept on board of the road vehicle and must be presented at the request of the authorized representatives of the control authorities of the host country.

**Article 16**  
**Technical Requirements of Vehicles**

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

**Article 17**  
**Mutual Recognition of Inspection Certificate**

1. Each Contracting Party undertakes to institute periodic inspection of road vehicles and other means of transport registered in its State's 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 18**  
**Third Party Vehicle Insurance Scheme**

1. Road vehicles traveling to the territory of the State 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 States' respective territories have insurance that covers third party liability incurred in the course of transit traffic.

**Article 19**  
**Multiple Entry Visas for Drivers**

1. Diplomatic missions and consular offices of the States of the Contracting Parties grant multiple-entry visas valid for up to 6 (six) months with the right to stay up to 30 (thirty) days in the territory of the States of the Contracting Parties in accordance with the legislation of the States of the Contracting Parties, to the drivers of motor vehicles performing international road transport from the territories of the States of the Contracting Parties.



2. Diplomatic missions and consular offices of the States of the Contracting Parties grant visas to the above-mentioned persons within 3 (three) working days.

3. List of the documents for granting visas shall be determined by the competent authorities of the States of the Contracting Parties.

4. In case of illness or injury of persons, accident or damage to vehicles, the period of stay shall be extended correspondingly.

5. Procedures for granting of visas mentioned in paragraphs 1 & 2 of this Article shall be in accordance with national legislations of the States of the Contracting Parties.

## **SECTION VI CUSTOMS CONTROL AND OTHER CONTROLS**

### **Article 20 Harmonisation and Simplification of Customs Procedures**

1. The Contracting Parties agree that all cargo to be transited through the state territories of the Republic of Azerbaijan and the Islamic Republic of Pakistan in:

- a) Containers of international specifications;
- b) Oversize and bulk cargo (not imported in containers - like ship load) shall be transported in open trucks or other transport units;
- c) Export of perishable goods in transit (like fruits and vegetable etc.) shall be transported in trucks or other transport units;
- d) Cross stuffing of cargo shall be allowed i.e. loading of cargo from one container to another and sealing them in the customs approved areas in a specially designated area at the ports or at dedicated off-dock terminals;
- e) The transit cargo may be tracked as per national legislation of the State of a Contracting Party.

2. To limit Customs controls on the means of transport and goods in transit passing through the territories of their States to the minimum required level (scanning and physical examination on basis of risk management system) to ensure compliance with the national legislations of the Contracting Parties. No further inspection is allowed enroute unless irregularity is suspected as provided in the Revised Kyoto Convention, 1999.

3. To encourage cooperative arrangements between their Customs services in order to ensure speedy customs clearance with minimum delay to transit traffic.

4. To accept mutual recognition of checks and findings undertaken by their respective Customs officials.

5. 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).

6. To implement the provisions specified in Protocol - III to this Agreement on Customs Control and Transit Regime.

7. To authorize the importation of containers without the payment of duties and taxes subject to re-exportation and other conditions laid down in the international treaties, to whom the States of the Contracting Parties are parties to.



**Article 21**  
**Phytosanitary and Veterinary Inspection**

The Contracting Parties shall observe guidelines of multilateral agreements signed under the umbrella of Food and Agriculture Organization, the World Organization for Animal Health (WOAH) and national quarantine regulations, veterinary-sanitary rules regarding conditions for consignments of plant, animal and plant and animal products in transit or trans-shipment viz checking of veterinary or phytosanitary certificate of country of origin and packing in such a manner so as not to permit spillage of material or contamination with soil or escape of any pest and the package or container shall not be opened or on seals or broken anywhere in the territories of the States of the Contracting Parties.

In case during transit, the package or containers are opened, veterinary-sanitary or phytosanitary inspection and treatment of goods shall be made as per WOAH and International Plant Protection Convention's (IPPC) international standards and according to the national legislations of the States of the Contracting Parties.

The Contracting Parties reserve the right to apply restrictions on transit transportation due to the spread of specific dangerous human and animal diseases and harmful organisms in the territory of their States.

**Article 22**  
**Transport of Perishable Goods**

1. Subject to the provisions of this Agreement, the Contracting Parties shall endeavor 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 phytosanitary and veterinary measures and Customs requirements to allow direct transport of perishable goods without transshipment.

**Article 23**  
**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. Movement of dangerous goods shall be governed by the provisions of the national legislation of the host country. Special permission shall be obtained from the relevant authorities of the concerned Contracting Party for movement of dangerous goods. Both Contracting Parties shall exchange the list of goods to be placed at Annexure A (Republic of Azerbaijan) and B (Islamic Republic of Pakistan). Any change in the list shall be notified to the other Contracting Party through diplomatic channels.

**Article 24**  
**Arms, Ammunitions, Military Goods and Military Equipment**

This Agreement shall exclude the transit of arms, ammunition, military goods and military equipment unless agreed upon in writing by the Contracting Parties.



**Article 25**  
**Control of Narcotics Drugs and Psychotropic 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 and psychotropic substances as defined in Protocol Four to this Agreement on Control of Narcotic Drugs and Psychotropic Substances used in the Illicit manufacture of Narcotic Drugs and Psychotropic Substances.

**Article 26**  
**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 national legislation, shall be carried out in a harmonized 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 shall ensure that the Customs have the required means in terms of training, information and equipment to conduct properly these controls.

**SECTION VII**  
**DOCUMENTATION AND PROCEDURES**

**Article 27**  
**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 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 shall 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 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 3 attached to this Agreement on "Customs Control and Transit Regime".



**Article 28**  
**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 focal points for traders and transporters from which they 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 VIII**  
**DUTIES, TAXES, CHARGES AND PAYMENT ARRANGEMENTS**

**Article 29**  
**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 30**  
**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 the territories of their States.

2. In the framework of this Agreement, during international transport of goods by road (including transit) performed in the territories of the States of the Contracting Parties on the basis of the exchanged permits, permitted amount of fuel contained in manufacturer-made fuel tanks of the vehicles, lubricants in a reasonable quantity required for the operation of vehicles, temporarily imported spare parts and tools for repairing vehicles damaged or broken are exempted from customs duties and taxes in accordance with the national legislation of the host country. Unused or replaced spare parts, as well as tools, must be returned back or destroyed under customs control in accordance with the national legislation of the host country.

3. The temporary passage of the vehicles registered in the States of the Contracting Parties shall be allowed into the territories of the States of the Contracting Parties under permit issued by the competent authorities of the Contracting Parties in accordance with its State's national legislation.

4. Tracker is to be installed, on each vehicle upon entry into the territory of the State of a Contracting Party, as per its State's national legislations. The vehicle shall not be allowed to stay in the territory of the State of other Contracting Party for longer than the period stipulated in the legislation of the host country.

**Article 31**  
**Levies and Charges**

1. Each Contracting Party may levy charges, generally applicable for all traffic in the territories of the States 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.



Subject to the following:

a) containers of transit cargo shall be scanned at the office of departure on the basis of selectivity criteria of Risk Management System (RMS);

b) The scanning at the office enroute/exit shall be done on the basis of Risk Management System (RMS);

c) Weighment shall be carried out at port of entry.

2. All charges imposed on traffic in transit shall be compatible with the national legislation of the host country.

**SECTION IX  
AZERBAIJAN - PAKISTAN  
TRANSIT TRADE COORDINATION COMMITTEE**

**Article 32  
Establishment of Azerbaijan- Pakistan Transit Trade Coordination  
Committee**

1. The Azerbaijan-Pakistan Transit trade coordination Committee (hereinafter Committee) shall be established for monitoring, facilitating, and effective implementation of this Agreement.

2. The Committee shall be co-chaired by the Deputy Minister of Digital Development and Transport, Government of the Republic of Azerbaijan and Secretary Commerce, Government of the Islamic Republic of Pakistan.

3. The Committee shall consist of an equal number of representatives from:

a) the relevant 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. There shall be a sub-committee at working level, which shall monitor implementation of decisions of the Committee and meet/ coordinate regularly to resolve all issues in transit trade. The members of the subcommittee from both sides shall be the relevant ministries or similar agencies of Contracting Parties.

The chairs of the sub-committee shall be in contact all the time and coordinate to arrange meetings whenever proposed by either side.

**ARTICLE 33  
Terms of Reference of Azerbaijan-Pakistan Transit Trade Coordination  
Committee**

1. The Committee shall deal with all matters related to transit trade and transport in the context of this Agreement, and in particular shall undertake the following tasks:

a) monitor effective implementation of this Agreement;

b) ensure uniform interpretation and application of this Agreement by both Contracting Parties;

c) formulate measures to address/ curb un-authorized trade;



d) monitor implementation and effectiveness of measures adopted to curb unauthorized trade;

e) resolve disputes that may arise regarding the interpretation or implementation of this Agreement;

f) authorize studies on issues related to transit trade;

g) consider any other matter for smooth operation of this Agreement;

h) propose joint resource mobilization for better management of transit.

2. The Committee shall meet once a year, alternately in the territories of the States of the Contracting Parties.

3. At the request of a Contracting Party, the Committee may hold extraordinary meetings.

4. Decisions by the Committee shall be taken by consensus of both Contracting Parties. The lead ministries of the Contracting Parties shall provide secretarial services.

## **SECTION X DISPUTE SETTLEMENT MECHANISM & ARBITRATION**

### **Article 34 Scope and Coverage**

1. Any dispute relating to interpretation or implementation to this Agreement and its Protocols shall be settled directly, or may be referred to the Committee for amicable settlement of the dispute within one hundred twenty(120) days.

2. Any such dispute, which is not settled through consultation or through the intermediary of the Committee shall, at the request of any Contracting Party involved, be settled by arbitration.

3. Each Party shall, within forty-five (45)days after the date of receipt of the request for the arbitral proceedings, 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. The third arbitrator shall be appointed by the Committee with mutual consent.

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

5. The arbitral proceedings shall determine its own rules of procedures.

6. If the Contracting Parties fail to agree on the designation of an arbitrator, or arbitrators, within a period of three (3) months from the date of request for arbitration, any of the Contracting Parties may request the Joint Azerbaijan – Pakistan Working Group on Trade and Economic Affairs to nominate a single arbitrator who shall not be a national of any of the Contracting Parties and to whom the dispute shall be referred for decision.

7. The decision of the arbitrator, or arbitrators, so appointed shall be final and binding on both the Contracting Parties.

8. The arbitrator, or arbitrators, shall notify both the Contracting Parties of the existence and nature of the dispute and of the general terms of the settlement; the



notifications in English shall be sent within a period of one (1) month after the award has been pronounced.

9. The expenses of the arbitration shall be borne in equal parts by the Contracting Parties.

10. Both Contracting 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 Contracting Party through its designated focal point.

## **SECTION XI FINAL CLAUSES**

### **Article 35 Amendments**

1. By mutual consent, Contracting Parties may make amendments to this Agreement, which should be formalized by separate Protocols and the same shall be deemed to be integral part of this Agreement.

2. The amendments shall enter into force in accordance with the same legal procedure prescribed under paragraph 1 of Article 38.

### **Article 36 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 the States of Contracting Parties are parties.

### **Article 37 General Exclusions**

The Contracting Parties agree to ensure that no measure taken under the Agreement could risk harming or destroying public morals, human, animal and plant life, national treasures, security of its own territory and any other interests as mutually agreed upon.

### **Article 38 Entry into Force, Duration and Termination**

1. The Contracting Parties shall notify each other in writing of completion of their internal legal procedures necessary for the entry into force of this Agreement. This Agreement shall enter into force thirty (30) days after the date of receipt of the later notification.

2. This Agreement shall remain in force for the period of five (5) years either Contracting Party may give a written notice of termination of this Agreement not less than one year before it is due to expire.

Failing such written notice, this Agreement shall be automatically extended for further periods of five (5) years unless either Contracting Party notifies the other Contracting Party in writing one (1) year in advance of its intention to terminate this Agreement.



**Article 39**  
**Protocols**

1. The Protocols referred to in this Agreement are an integral part of the Agreement.

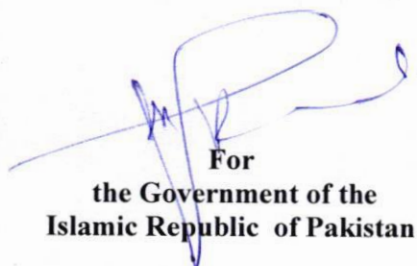
2. After signing this Agreement and its protocols, if additional amendments are required to the Agreement and existing protocols or if additional protocols are needed, the negotiation of the same shall not affect the enforcement and implementation of this Agreement with its Protocols in its current form.

3. The Contracting Parties may adopt additional Protocols to this Agreement to be prepared through Committee.

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

Done in duplicate at Islamabad, on 11 July 2024 in the Azerbaijani and English languages, all texts being equally authentic.

In case of any divergence of interpretation of the provisions of this Agreement, the English text shall prevail.



**For**  
**the Government of the**  
**Islamic Republic of Pakistan**



**For**  
**the Government of the**  
**Republic of Azerbaijan**

## INTERNATIONAL TRANSIT ROUTES AND PORTS/BORDER CROSSING POINTS

### Article 1 Content of the Annex

Pursuant to Article 3 of this Agreement to which this Annex is attached and forms an integral part, the Contracting Parties agree to designate the international transit routes and the ports/border crossing points on respective territories of their States and to make available the facilities specified in Section 2 for use in connection with such traffic.

### Article 2 Transit Routes Definition

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

### Article 3 Designation of Transit Routes

For the transport of goods in transit by rail, sea, road and air through territory of the Islamic Republic of Pakistan and by road, air and rail through the territory of the Republic Azerbaijan, the Contracting Parties designate the following international transit routes with maritime ports, international airports and on land border crossing points with approved customs offices for carrying out customs transit regimes and in particular TIR procedures when operational.

### Article 4 Transit Routes through the territories of the States of the Contracting Parties

The designated routes (both ways) for transit through the territory of the Republic of Azerbaijan and the territory of the Islamic Republic of Pakistan are:

#### BORDER CROSSING POINTS

#### FROM/TO

#### TO/FROM

#### In the territory of the Islamic Republic of Pakistan by railway:

- |                               |  |
|-------------------------------|--|
| 1. Karachi Port / Port Qasim  | Azakhel ( <u>Torkham*</u> ) rail terminal. |
| 2. Karachi Port / Port Qasim  | Chaman rail terminal.                      |
| 3. Karachi Port / Port Qasim  | Quetta to Taftan rail terminal.            |
| *4. Karachi Port / Port Qasim | Kohat to *Kharlachi rail terminal.         |
| *5. Gwadar Port               | Azakhel, Kharlachi, Quetta, Chaman,        |
| *when operational             |  |

#### In the territory of the Islamic Republic of Pakistan by road:

1. Karachi - Hyderabad - Sukkur - Multan - Faisalabad - Pindi Bhattian - Rawalpindi - Jamrud Terminal - Torkham (BCP with Afghanistan).
2. Karachi - Hyderabad - Rotodero - D.G. Khan - D.I. Khan - Kohat - Peshawar - Jamrud Terminal - Torkham.
3. Karachi - Bela - Khuzdar - Kalat - Quetta - Chaman (BCP with Afghanistan).
4. Karachi/Port Qasim - Hyderabad - Rotodero - D.G. Khan - D.I. Khan - Kohat - Bannu - Meram Shah - Ghulam Khan (BCP with Afghanistan).
5. Gwadar - Turbat - Hoshab - Panjgur - Naag - Besima - Sorab - Kalat - Quetta - Chaman.



6. Gwadar - Turbat - Hoshab - Panjgur - Naag - Besima - Khuzdar - Rotodero - D.I. Khan - Kohat - Peshawar - Jamrud Terminal -Torkham.
7. Gwadar - Pasni - Ormara - Liari - Karachi - Rotodero - D.I. Khan - Kohat - Peshawar - Jamrud Terminal - Torkham.
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. (BCP with China) Khunjrab — Sost — Chilas — Mansehra — Hasanabdal — Peshawar — Jamrud Terminal — Torkham.
13. Gwadar- Gabd (BCP with Iran).
14. Karachi/Port Qasim-Layari-Ormara-Pasni-Gabd;
15. Gawadar-Turbat-Mand (BCP with Iran).
16. Karachi/Port Qasim- Khuzdar-Dalbandin-Taftan (BCP with Iran).

**\*\*Vehicle to vehicle transfer shall not be allowed during transit through Pakistan except at Jamrud, Torkham Azakhel and Chaman Terminals.**

**In the territory of the Republic of Azerbaijan by railway:**

1. Turkmenbashi port (Turkmenistan)-Port of Baku (Azerbaijan) – Hajigabul-Yevlakh-Boyuk Kasik-Gardabani (Georgia);
2. Turkmenbasi port (Turkmenistan) – Port of Baku (Azerbaijan) – Bilajari – Yalama – Samur (Russia);
3. Astara (Iran) – Astara (Azerbaijan) - Yeni Osmanli – Bilajari – Yalama – Samur (Russia);
4. Astara (Iran) – Astara (Azerbaijan) - Yeni Osmanli – Hajigabul – Yevlakh – Boyuk Kasik – Gardabani (Georgia);
5. Julfa (Iran) – Julfa (Azerbaijan) – Nakhchivan – Sharur - Sadarak

**In the territory of the Republic of Azerbaijan by road:**

1. Port of Baku (Azerbaijan) – Baku-Guba- state border with Russian Federation
2. Port of Baku (Azerbaijan)– Gazakh– state border with Georgia
3. Port of Baku (Azerbaijan)-Astara-state border with Islamic Republic of Iran
4. Port of Baku (Azerbaijan)-Bilasuvar-state border with Islamic Republic of Iran
5. Port of Baku (Azerbaijan) – Yevlakh-Zagatala-state border with Georgia
6. State border with Islamic Republic of Iran – Astara – Alat – Baku – Guba – State border with Russian Federation
7. State border with Islamic Republic of Iran – Astara – Alat – Yevlakh – Gazakh – State border with Georgia
8. State border with Islamic Republic of Iran – Astara – Alat – Yevlakh – Zagatala - State border with Georgia
9. State border with Islamic Republic of Iran – Bilasuvar – Alat – Baku – Guba - State border with Russian Federation
10. State border with Islamic Republic of Iran – Bilasuvar – Alat – Yevlakh – Zagatala - State border with Georgia
11. State border with Islamic Republic of Iran – Bilasuvar – Alat – Yevlakh – Gazakh - State border with Georgia
- 12.State border with Islamic Republic of Iran – Bilasuvar – Port of Baku
13. State border with Islamic Republic of Iran – Astara – Port of Baku



14. State border with Islamic Republic of Iran – Nakhchivan – Sadarak –  
State border with Turkiye

#### **Article 5**

##### **Facilities for Road Transport**

The Contracting Parties agree to make available, whenever possible, the following facilities for road transport in transit, as specified in Article 4 of Annex 1, 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:

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

#### **Article 6**

##### **Facilities for Railway Transport**

The Contracting Parties agree to make available, whenever possible, the following facilities for railway transport in transit at interchange stations designated in Article 4 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:

- a) Facilities for loading, unloading, break bulk (where necessary);
- b) Storage areas and buildings; and
- c) Type and quantity of rolling stock in good condition.

#### **Article 7**

##### **Maintenance of Transit Routes**

The Contracting Parties shall do everything possible to ensure that the routes within their States' territories designated in this Agreement for the transit transportation 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 8**

##### **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 competent authorities of the Contracting Party imposing restrictions or prohibitions shall notify the competent authorities of the other Contracting Party well in advance of taking action.

#### **Article 9**

##### **Additional Routes**

Both Contracting Parties may agree on 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 1:** International Transport of Goods and Passengers by Road

**Protocol 2:** Temporary Admission of Vehicles for Commercial Use

**Protocol 3:** Customs Control and Transit Regime

**Protocol 4:** Control of Precursors and Chemical Substances used in the Illicit  
Manufacture of Narcotic Drugs or Psychotropic Substances

## **PROTOCOL 1**

### **INTERNATIONAL TRANSPORT OF GOODS&PASSENGERS BY ROAD**

#### **Article 1 Application**

Pursuant to Section III of this Agreement, the Contracting Parties agree to apply the provisions of this Protocol related to the international transport of goods and passengers by road, which is an integral part of this Agreement.

#### **Article 2 Content of the Protocol**

This Protocol governs the technical requirements and the criteria for licensing transport operators for international transport of goods and passengers by road.

#### **Article 3 Definitions**

For the purpose of this Protocol, and in addition to the definitions included in Section I of this Agreement, the following expressions shall have the meanings hereby assigned to them:

**Carriers, Transport Operator (TO) and Vehicle** terms have the meanings outlined in Article 2 of the Agreement.

**Permissible maximum weight and dimensions mean** maximum weight of the laden vehicle in accordance with the national legislation of the States of the Contracting Parties;

**Quota** means the number of Road Transport Permits issued annually by the Competent Authorities of each Contracting Party based on bilateral transit and from/to third country transportation needs;

**Road Transport Permit** means a document issued for a laden or unladen road vehicle by a Contracting Party to permit the vehicle to enter and leave, or pass in transit through the territories of the States of the Contracting Parties;

**Weight (laden/gross)** means weight of the vehicle as loaded, with crew, goods;

**Weight (unladen/tare)** means 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 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 road worthiness document or a corresponding document, issued by the competent body of the home country.

#### **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 shall carry a valid Certificate of Registration (i.e. Vehicle License) 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 period of validity; and,

g) 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 forty (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 transport 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 VI "Customs Control and other Controls" of this Agreement.

#### **Article 10 Masses (Weights) and Dimensions**

1. The maximum permissible mass (weight), axle load, dimensions and other

parameters of the road vehicle or its combination used for performing international road transport under this Agreement, must comply with the official registration documents of the road vehicles or its combination and national legislation in force in the territory of the host country.

2. If the maximum permissible mass (weight), axle load, dimensions and other parameters of the road vehicle or its combination exceed the permitted limits declared in the host country, the carrier must obtain a special permit in advance from the competent authority of the State of that Contracting Party in accordance with the national legislation in force in the territory of its State.
3. Competent authorities of the States of the Parties must respond to the request for special permit no later than ten (10) days after receiving relevant request.
4. If a certain route has been specified for the run of a road vehicle or its combination in the special permit set out in paragraph 2 of this Article, transport must be performed in pre-defined route.

#### **Article 11**

##### **Vehicle Tracking System**

The vehicle carrying transit cargo may be tracked in accordance with the national legislation of host country.

#### **Article 12**

##### **Special Authorization for Exceptional Transport**

Contracting Parties, in accordance with their State's national legislation, may exceptionally authorize, under conditions to be specified, the transport of goods in or across the territories of their States 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 13**

##### **Licensing of Transport Operators**

1. Transport Operators (TO), in accordance with their national legislation, 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 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.

#### **Article 14**

##### **Competence of Transport Operators**

The applicant TO, in accordance with national legislation of Contracting Parties, must provide proof of competency in the following fields via general education, the passing of specific exams, or acquired practical experience:

- a) legal and financial 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 road safety (rules of the road, road traffic safety, road accident prevention and mitigation).



**SECTION III**  
**REGULATIONS CONCERNING ROAD TRANSPORT PERMIT**

**Article 15**  
**Permit System**

1. Transport of goods between the territories of the States of the Contracting Parties, or in transit through the territories of their States, as well as to/from third countries, except for transportation provided for in Article 16 of this Protocol shall be carried out by the vehicles in accordance with permits issued by the competent authorities of the Contracting Parties.

2. Permits are classified into the following main types:

a) Permit for the transport of goods between the States of the Contracting Parties and in transit through their States' territories;

b) Permit for the transport of goods from the territory of the State of the other Contracting Party to the territory of the third country and/or from the territory of the third country to the territory of the State of the other Contracting Party;

c) Occasional transport of passengers by road.

3. In addition to these permits, the competent authorities of the Contracting Parties may agree between themselves on other types of permits.

4. For each vehicle shall be issued a separate permit. Each such permit grants the right to carry out one round trip. Permits submitted within the current year shall be valid until 31st January of the next year. Permit shall also be required for empty run (deadheading).

5. Permits are personal and not transferable to other carriers or third parties.

6. The competent authorities of the Contracting Parties shall annually exchange agreed number of permits for goods transport. Said permits must bear a stamp of the competent authority of the State of the Contracting Party and the signature of an authorized person issuing this permit. Both Contracting Parties agree that all vehicles holding such road transport permit shall be exempted from payment of entry and transit charges. Upon development and operationalization of electronic data interchange between the two Contracting Parties, the permits shall also be exchanged electronically.

7. Upon one of the Contracting Parties' request, additional permits may be given in excess of the mutually agreed number of permits. The holders of the additional permits shall pay the charges in accordance with the national legislation of the host country.

8. All vehicles shall pay the road usage charges in accordance with the national legislation of the host country.

9. The competent authorities of the Contracting Parties shall agree between themselves the procedure of permits exchanging.

**Article 16**  
**Permit Exemption**

1. The permit referred to in Article 15 of this Protocol is not required for transportation of:

a) movable properties during resettlement;

b) materials and objects including art works intended for fairs and exhibitions;

c) vehicles, live animals as well as various stocks and properties intended for sporting events and circus shows;

d) theatrical decor and requisites, musical instruments, equipment and



accessories for filming, radio or TV broadcasts;

- e) the bodies or ashes of the dead;
- f) transporting for the purposes of humanitarian and medical aid, rescue operation in response to natural disasters;
- h) postal sending;
- i) by vehicle which total laden weight, including trailer do not exceed 3.5 tones.

2. The permit referred to in Article 15 of this Protocol is also not required for the passage of a technical assistance's vehicle intended for repair or towing of defective vehicles.

#### **Article 17**

##### **Competent Authorities and Joint Committee**

1. For the purposes of this Protocol the competent authorities of the Contracting Parties shall be:
  - In the Republic of Azerbaijan: Azerbaijan Land Transport Agency under the Ministry of Digital Development and Transport;
  - In the Islamic Republic of Pakistan: Federal Board of Revenue (FBR) for transport of goods / Ministry of Communication for transport of passengers
2. The competent authorities of the Contracting Parties shall establish a Joint Committee for the implementation of the provisions of this Protocol and resolution of issues that may arise.
3. The Joint Committee shall meet once a year alternately in the territories of the States of the Contracting Parties.
4. Protocol shall be signed on discussed issues and adopted decisions at the meeting of Joint Committee.
5. The Joint Committee is granted the right to determine the quota of permits for performing transport operations.

#### **Article 18**

##### **Road Transport Permit Charges**

The competent authorities shall issue and exchange Road Transport Permit prescribed by this Protocol free of charge.

#### **Article 19**

##### **Return of Road Transport Permit**

The mechanism of the return of Road Transport Permits by the transport operators to the issuing authority shall be regulated in accordance with the national legislation of the States of the Contracting Parties.

#### **Article 20**

##### **Carriage of Dangerous Goods**

Transport of dangerous goods shall be governed in accordance with the national legislation of the host country. Special permission shall be obtained from the relevant authorities of the concerned Contracting Party for transport of the dangerous goods.

#### **Article 21**

##### **Infringements**

1. In the event of any infringement in the territory of the State of one of the Contracting Parties of the provisions of this Protocol related to Road Transport Permit, the competent authority of that Contracting Party may, if it considers it necessary, take appropriate measures under its national legislations 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 Transport Permit issued. The competent authority taking such action shall without delay inform the competent authority of the other Contracting Party of the action taken.

**PROTOCOL 2**  
**TEMPORARY ADMISSION OF VEHICLES**  
**FOR COMMERCIAL USE**

**Article 1**  
**Application**

Pursuant to Section IV of the Agreement, the Contracting Parties agree to allow means of transport of the other Contracting Party to stay temporarily in the territory of its state 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 Road Transport Permit.

**Article 3**  
**Content of the Protocol**

This Protocol governs the admission of vehicles covered by Road Transport Permit. However, duties and taxes on the goods in transit shall be covered by the owners of the goods or his authorized agent.

**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 Agreement, the following expressions shall have the meaning hereby assigned to them:

**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;

**Vehicle** means any power-driven vehicle manufactured for transport of passengers or goods by motor roads and registered in the territory of the State of one of the Contracting Parties, including joint combination of any trailer or semi-trailer with a road tractor regardless of the State territory of registration of the trailer or semi-trailer.

**SECTION II**  
**TEMPORARY ADMISSION WITHOUT PAYMENT**  
**OF IMPORT DUTIES**

**Article 5**  
**Exemption from Import Duties and Taxes**

Exemption on customs payments during import are regulated within the framework of the national legislations of the States of the Contracting Parties.

**SECTION III**  
**ISSUE OF ROAD TRANSPORT PERMITS**



## **Article 6**

### **Particulars on Road Transport Permit**

1. The format, layout and printing specifications of the Road Transport Permit are regulated in accordance with the national legislations of the States of the Contracting Parties/
2. The Road Transport Permit 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 USD where the Document is issued.
5. The articles and tool-kit which form the normal equipment of vehicles need not to be declared specifically.

## **Article 7**

### **Exemptions from Road Transport Permit**

1. The permit referred to in Article 10 of this Agreement is not required for transportation of:
  - a) movable properties during resettlement;
  - b) materials and objects including art works intended for fairs and exhibitions;
  - c) vehicles, live animals as well as various stocks and properties intended for sporting events and circus shows;
  - d) theatrical decor and requisites, musical instruments, equipment and accessories for filming, radio or TV broadcasts;
  - e) the bodies or ashes of the dead;
  - f) transporting for the purposes of humanitarian and medical aid, rescue operation in response to natural disasters;
  - h) postal sending;
  - i) by vehicle which total laden weight, including trailer do not exceed 3.5 tones.
2. The permit referred to in Article 3 of this Agreement is also not required for the passage of a technical assistance's vehicle intended for repair or towing of defective vehicles.

**SECTION IV**  
**CONDITIONS OF TEMPORARY ADMISSION**

**Article 8**

**Evidence of Temporary Admission**

Evidence of temporary admission of the vehicle shall flow from the possession of the relevant copy of the Road Transport Permit by the Host Contracting Party's Customs authorities and the entry endorsement entered in the relevant copy of the Road Transport Permit.

**Article 9**

**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 Road Transport Permit by the customs authorities of the country into which the vehicle was temporarily brought.

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

In case of loss of such original copy of the Road Transport Permit bearing exit endorsement the motor vehicle operator may provide alternate proof to satisfy the Host Contracting Party's Customs authorities that the vehicle was actually returned to home country.

**Article 10**

**Discharge of the Road Transport Permit**

The exit stamp entered in the Road Transport Permit within the time period allowed shall have the effect of discharging the Road Transport Permit.

**Article 11**

**Time Limits**

Vehicles admitted under the regime of this Protocol may remain in the territory of the host country in accordance with its national legislation.

**Article 12**

**Incidents in Transit**

1. Loss or Destruction of the Vehicle in Transit. - A temporarily admitted vehicle that has been seriously damaged as a result of an accident is exempt from the obligation of return to the home country, provided that:

a) It has been placed under appropriate custom regime in accordance with the national regulations of the country of temporary admission; or

b) It was destroyed under the customs control of the country of temporary import at the expense of the person who temporarily imported the vehicle and all the disposed parts where either re-exported or import taxes and duties were paid.



2. Change of Itinerary. - In case, the vehicle operator is compelled to abandon the designated route due to circumstances beyond his/her shall, he shall forthwith inform the Host Contracting Party's Customs Authority, which shall inform any other Competent Authorities for the purpose of designating an alternative route.

3. Extension of Time Limits:

a) If the vehicle is unable to leave the territory of State of the Host Contracting Party within the time prescribed in accordance with national regulations due to force majeure or other reasonable and unforeseen cause, a request shall be filed for an extension of the stay period with the Host Contracting Party's Customs Authorities before the expiry date;

b) The Host Contracting Party's Customs Authorities shall grant such extension if they are satisfied that departure from the host country within the prescribed time limits was prevented by force majeure or other reasonable and unforeseen events.

## **SECTION V FINAL PROVISIONS**

### **Article 13 Action against 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.

3. The Contracting Parties shall have the right to take action against drivers/owners of the vehicle and transport operators, whom are found violating provisions of this Agreement as per their national legislations.

### **Article 14 Review of the Implementation of the Provisions of this Protocol**

Representatives of the Competent Authorities 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.

## **PROTOCOL 3 CUSTOMS CONTROL AND TRANSIT REGIME**

### **Article 1 Application**

Pursuant to Sections VI and VII of the Agreement, 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 the Contracting Parties. 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 I GENERAL PROVISIONS**

### **Article 3 Definitions**

For the purpose of this Protocol, and in addition to the definition included in Section I of Agreement, 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 any person who makes a Customs declaration or in whose name such a declaration is made;

**Customs declaration for Transit** means statement made in the manner prescribed in accordance with the customs legislation of the Contracting Parties, for the application of a customs transit operation;

**Office of Departure** means any customs office at which a customs transit operation commences;

**Office Enroute** 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;

**Partial Shipment** means processing of individual vehicles for cross-border, if a consignment comprises of two or more vehicles and some of these are delayed enroute due to some reason.

### **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 the State of one Contracting Party through the territory of the State 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 State of the other Contracting Party;

c) Goods passing through the territories of the States of the Contracting Parties that are originating from and are consigned to a third country.

#### **Article 5**

##### **Duties and Taxes on Temporary Admission**

The Contracting Parties agree not to subject goods which are shipped through the territories of the States of the Contracting Parties to a third country and which are carried under the customs transit, 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 Transit**

1. For the purpose of this Protocol, the corresponding customs offices shall also be open on holidays as mutually 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**

##### **Customs Security**

1. Provision of customs security for customs transit operations is carried out in accordance with the national legislation of the Contracting Parties.

#### **Article 9**

##### **Exemption from Physical Customs Inspection and Escort En Route**

1. 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. Customs authorities may by way of exception and in particular when they suspect irregularities, subject the cargo to physical inspection en route.

#### **Article 10**

##### **Customs Seals and Fastenings**

The Contracting Parties shall provide each other with specimens of the customs seals and fastenings they use for the purpose of customs transit.

**Article 11**  
**Sealing the vehicle**

1. The vehicle's cargo compartment shall be sealed by the Customs Office of Departure.
2. The Host Contracting Party's customs authorities shall accept the seals affixed by the other Contracting Party'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 States' territories.
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.

**SECTION II**  
**FORMALITIES TO BE FULFILLED AT THE OFFICE OF DEPARTURE**

**Article 12**  
**Documentary Formalities**

1. The documentary formalities for filing of Customs Declaration shall be regulated in accordance with the national legislations of the Contracting Parties.
2. Agreed list of documents for the goods to be transported under custom transit shall be exchanged between the relevant authorities of the Contracting Parties.
3. The relevant authorities of the Contracting Parties shall notify each other in case of any changes in the agreed list of the documents.

**Article 13**  
**Formalities Relating to the 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 Customs Declaration for transit goods to enable the Office of destination to identify the consignment and to detect any unauthorized interference.
3. When the goods bulk, oversized 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 Customs Declaration.
4. The Contracting Parties ensure that information about seals, stamps and other means of identification applied to goods and vehicles by the customs authorities is reflected in the exchange of information to be carried out in advance between the Parties regarding the movement of goods and vehicles.

**Article 14**  
**Additional Control Measures**

The customs authorities may:

- a) Require goods consigned from or destined to the territory of the State of



the other Contracting Party to be transported under customs escort while in the territory of the State 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 States' territories.

### **SECTION III**

#### **FORMALITIES TO BE FULFILLED AT OFFICES EN ROUTE AND AT OFFICE AT DESTINATION**

##### **Article 15**

##### **Formalities at Offices en Route (In Transit) and Destination**

Formalities at Office en Route (In Transit) and Destination shall be carried out in accordance with the national legislation of the Contracting Parties.

##### **Article 16**

##### **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 IV**

#### **MUTUAL ADMINISTRATIVE ASSISTANCE**

##### **Article 17**

##### **Communication of information**

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

Any available information enabling the authenticity of seals claimed to have been affixed in their territory to be verified.

2. The customs authorities of the Contracting Parties shall ensure cooperation between them by information sharing through setting up the facility of electronic interface.

3. The customs authorities of the Contracting Parties at the point of entry shall make arrangements of communication through hotline.

##### **Article 18**

##### **Liability of the Insuring/Guaranteeing Institution**

In case of any pilferage, replacement or release of the transit goods enroute without the permission of the customs authorities, the insuring/guaranteeing institution shall be liable to pay the import and export duties, taxes, fines and interests due under national legislation of the Contracting Parties.

## **SECTION V MISCELLANEOUS**

### **Article 19 Auction of un-cleared goods**

Relevant measures regarding undeclared goods are carried out in accordance with the national legislation of the Contracting Parties.

### **Article 20 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 21 Dangerous Goods**

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

### **Article 22 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 23 Loss, Destruction or Shortage of Cargo EnRoute**

When it is established to the satisfaction of the customs authorities that the goods specified in the Customs Declaration 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 24 Mutual Administrative Assistance**

The Customs authorities of the Contracting Parties shall notify each other of any serious inaccuracy in a Customs 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 25 Minimum Requirements to be met by Customs Seals and Fastenings**

#### **1. General requirements in respect of seals and fastenings:**

The seals and fastenings, together, shall:

- a) be strong and durable;
- b) be capable of being affixed easily and quickly;
- c) be capable of being readily checked and identified;
- d) not permit removal or undoing without breaking or tampering without leaving traces;
- e) not permit use more than once; and
- f) be made as difficult as possible to copy or counterfeit.



2. Physical specification of seals:

- a) The shape and size of the seal shall be such that any identifying marks are readily legible;
- b) Each eyelet in a seal shall be of a size corresponding to that of the fastening used, and shall be positioned so that the fastening shall be held firmly in place when the seal is closed;
- c) The material used shall be sufficiently strong to prevent accidental breakage, early deterioration (due to weather conditions, chemical action, etc.) or undetectable tampering.

3. Identification Marks:

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

- a. to show that it is a customs seal, by application of 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 number.

**Article 26**  
**Review of the Implementation**  
**of the Provisions of this Protocol**

Representatives of the customs authorities 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 27**  
**Provisions regarding Situation**  
**of Force majeure 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.

## **PROTOCOL 4**

### **CONTROL OF PRECURSORS AND CHEMICALS USED IN THE ILLICIT MANUFACTURE OF NARCOTIC DRUGS AND PSYCHOTROPIC SUBSTANCES**

#### **Article 1 Application**

Pursuant to Section VI and Article 25 of this 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 ensures 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 11, this Protocol applies to the chemical substances listed in the Annexes to the 1988 Convention and in the national legislations of the Contracting Parties, as amended, hereinafter referred to as 'controlled substances'.

3. Acetic Anhydride is controlled substance, if it is to be transited then shall 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 and stipulated in the national legislations of the Contracting Parties, 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 Customs 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 fifteen (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. As the Pre Export Notification (PEN) system is adopted by the Contracting Parties, all trade and transit of controlled substances shall be based on PEN system and copy of which shall be endorsed by the competent authority the importing Contracting Party to the Contracting Party through whose state's territory the controlled substances are to be transited by PEN on line or other means.

6. Containers, carrying the controlled substances mentioned in Annex A (Table I and II) to this Protocol and stipulated in the national legislations of the States of the Contracting Parties, shall be subject to full 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 national legislation 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 state 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 has 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:

3.

In the Republic of Azerbaijan **Ministry of Interior**



In the Islamic Republic of **Ministry of Narcotics Control**  
Pakistan

4. 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.
3. The Joint Follow-up Committee shall normally meet every six (6) 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.

United Nations Convention against Illicit Traffic in Narcotic Drugs and Psychotropic Substances 1988.

Substances subject to the measures referred to in paragraph 2 of Article 4 (2) of this Protocol.

Table I:

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

Substances subject to the measures referred to in paragraph 2 of Article 4 of this Protocol

Table II:

- Acetone
- Anthranilic acid
- Ethyl ether
- Hydrochloric acid
- Methyl ethyl Ketone
- Phenylacetic acid
- Piperidine
- Sulphuric acid
- Toluene
- Alpha-phenylacetoacetamide (APAA)
- Alpha-phenylacetoacetonitrile (APAAN)
- 4-anilino-N-phenethylpiperidine (ANPP)
- N-Phenethyl-4-piperidinone (NPP)
- 3, 4-MDP-2-P methyl glycidate (PMK glycidate)
- 3, 4-MDP-2-P methyl glycidic acid (PMK glycidic acid)