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## **Economic Commission for Europe**

Inland Transport Committee

**Working Party on Road Transport**

**Special session**

Geneva, 28-29 April 2015

This document, submitted by the Government of Switzerland, proposes some revisions to the text of the "Proposal for a global multilateral agreement on the international regular transport of passengers by coach and bus (OmniBus)" as agreed by SC.1 at its special session 3 on 30 June-1 July 2014.



## **Economic and Social Council**

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### **Economic Commission for Europe**

#### **Inland Transport Committee**

#### **Working Party on Road Transport**

##### **108<sup>th</sup> session**

Geneva, 28-30 October 2013

Item 8 (b) of the provisional agenda

##### **Facilitation of international road transport:**

**Proposal for a global multilateral agreement on the international regular transport of passengers by coach and bus (OmniBUS)**

### **Harmonization of requirements concerning international road transport and facilitation of its operation**

#### **Proposal for a global multilateral agreement on the international regular transport of passengers**

**Submitted by Switzerland**

#### **Preamble**

This document contains the revised text of the “Proposal for a global multilateral agreement on the international regular transport of passengers by coach and bus (OmniBus)”. Revisions took place at the special session of the Working Party on Road Transport (SC.1) on 10-12 July 2013. Annexes I, Ia, II, and III – in appropriate formats - are contained in Informal document No. 3.

## **Draft**

### **Multilateral Agreement on the international regular transport of passengers by coach and bus (OmniBUS)**

The Contracting Parties

[...]

Having recognised:

The desirability of an orderly development and facilitation of international regular transport of passengers and their luggage by coach and bus,

The importance of increasing safety of road traffic and the protection of the environment,

The importance of ensuring protection of the interests of passengers in international carriage by road,

The need to standardise administrative procedures concerning delivery of the authorizations for international regular transport of passengers by coach and bus, as well as the related administrative documents,

[...]

HAVE AGREED upon the following provisions:

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# Chapter I

## Definitions and scope

### Article 1

#### Definitions

For the purposes of this Agreement, the following expressions shall have the meanings hereby assigned to them:

1. "Buses and coaches", also called 'vehicles', means motor vehicles - with or without a trailer for the transport of passengers' luggage – intended, by virtue of their construction and their equipment, to transport more than nine persons, including the driver.
2. "Authorization" means a document authorizing the use of a bus or coach in the territory of the Contracting Parties in connection with the international regular transport of passengers.
3. "Transport undertaking" means any natural or legal person engaged in the transport of passengers, in accordance with the national legislation.
4. "Carrier", ("operator", "subcontractor") means a transport undertaking, registered in the territory of a Contracting Party, which is authorized by national legislation to carry out the international road transport services
5. "Passenger" means any person who, in the performance of a contract of carriage is carried either for reward or free of charge by a carrier;
6. "Ticket" means a document issued by the carrier or on his behalf, which confirms the right of the passenger to be transported and serves as the evidence of the conclusion of the contract of carriage between the passenger and the carrier.
7. "Passenger service by road" means the transport by bus or coach for reward or free of charge.
8. "Regular services" means services which provide for the carriage of passengers and their luggage according to a given frequency and along specified routes, whereby passengers embark or disembark during a journey at predetermined stopping points. Regular services are subject to the obligation to respect previously established timetables. Regular services shall be open to all. They may be subject to compulsory reservation. The regular nature of the service shall not be affected by any adjustment to the service operating conditions.
9. "Special regular services" are services, which provide for the carriage of specified categories of passengers and their luggage, to the exclusion of other passengers, provided that such services are operated under the conditions set out for regular services. Special regular services shall include the carriage of workers between home and their place of work, and also the carriage to and from the educational institution for school pupils and students. The fact that a special regular service may vary according to users' needs does not affect its classification as a regular service.
15. "Occasional services" are services not falling within the definition of a regular service nor of special regular services, and which are characterised above all by the fact that they carry groups of passengers assembled at the initiative of the customer or of the carrier himself.

16. "Own-account transport operations" mean transport operations carried out for non-profit-making and non-commercial purposes provided that:

(a) the transport activity is only an ancillary activity for that undertaking,

(b) the vehicles used are the property of that undertaking, or were bought by them on credit, or were made available to them under a long-term leasing contract and are driven by a member of the staff of the undertaking, by the undertaking itself, if it is natural person, or by personnel employed by or put at the disposal of the undertaking under contractual obligation.

17. "International transport" means a journey undertaken by a vehicle, the point of departure of which is on the territory of one Contracting Party and the destination of which is on the territory of another Contracting Party or in a country, which is not a Contracting Party, or vice versa, as well as the movement of an empty vehicle in connection with the aforesaid journey.

18. "A passenger service by road is said to be 'in transit' in a particular country if it passes through the territory of that country in the course of a journey where the points of departure and destination are located in different countries.

19. "National road passenger services carried out by non-resident carriers" ("cabotage") mean the embarking and disembarking of passengers within the territory of a Contracting Party, in the course of a regular international service.

20. "Host Contracting Party" means a Contracting Party in which a carrier operates, other than the Contracting Party where the carrier is established.

21. "Triangular transport operations" mean any transport of passengers from the territory of one Contracting Party to another Contracting Party or a country, which is not a Contracting Party, and vice versa, by a vehicle not registered in the territory of one of those countries, whether or not, in the course of the same journey and using the normal route, the vehicle travels through the country in which it is registered.

23. "Competent authorities" mean those authorities designated by the Contracting Parties to carry out the tasks of this Agreement.

24. "Authorizing authority" means the competent authority of the Contracting Party on whose territory the carrier is established and the point of departure is situated, to which the application for an authorization is submitted, and which issues the authorization. The place of departure shall mean one of the termini of the service.

25. "Bus and coach terminal" means a dedicated infrastructure facility where passengers embark or disembark in the course of an international regular service, equipped with facilities, such as a waiting room, ticket office, toilets.

26. "Stopping points" means stops when passengers embark or disembark within an international regular service.

27. The "Administrative Committee" means the Committee established under this agreement.

## **Article 2**

### **Scope**

1. This Agreement shall apply:

(a) to the international transport of passengers by coach and bus by means of regular services:

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- performed between the territories of two Contracting Parties, and, should the need arise during such services, in transit through the territory of another Contracting Party, and
  - carried out by transport undertakings for hire or reward established in a Contracting Party, and
  - using buses and coaches registered in the Contracting Party where the transport undertaking is established;
- (b) to empty journeys (Turkey suggests definition of “empty services” to be included) of the buses and coaches in relation to services carried out under paragraph 1(a) above.

2. Excluded from the scope of this Agreement are:

- (a) triangular transport operations;
- (b) occasional services;
- (c) own-account transport operations.

### **Article 3**

#### **General principles**

1.

No distinction shall be made based on the registration of vehicles, points of departure, entry, exit or destination, or the nationality of drivers or the place where the transport undertaking is established.

2. Each Contracting Party shall accord immediately and unconditionally to service providers from all other Contracting Parties and to services covered by this Agreement, treatment relative to their rights, legislation and formalities no less favourable than that it accords to like providers and service suppliers of any other country.

3. With respect to all measures affecting the supply of services covered by this Agreement, Contracting Parties shall accord to carriers from other Contracting Parties treatment no less favourable than those accorded to their own similar service suppliers and to services similar to them.

### **Article 4**

#### **Transparency**

Each Contracting Party shall endeavour to make publicly available its domestic laws, regulations and administrative decisions which pertain to carriers and the services covered by this Agreement.

### **Article 5**

#### **Admission to the occupation and driver training**

1. Within two years after the entry into force of this Agreement, the Contracting Parties shall endeavour to propose a dedicated new Annex containing harmonised rules and conditions on admission to the occupation for transport undertakings and managers and for driver training.

2. These rules and conditions regarding admission to occupation for transport undertakings and managers shall cover at least the following requirements:

- (a) To have an effective and stable establishment in a Contracting Party;

- (b) To be of good repute;
- (c) To have appropriate financial standing; and
- (d) To have the requisite professional competence.

## **Chapter II**

### **Access to the market and authorizations**

#### **Article 6**

##### **Principles**

1. For the purposes of this Agreement, international regular transport services are subject to authorization. The authorization issued by the Authorizing authority, shall be as shown in Annex I.

2. Cabotage performed by a carrier not resident in the host Contracting Party in the course of a regular international service, shall only be allowed if it is permitted by the national legislation of the host country and its competent authority, and is specifically included in the authorization.

3. Regular services from a Contracting Party to, from or in transit through a non Contracting Party shall require authorizations in accordance with the bilateral agreement between the Contracting Party and the non Contracting Party and, where appropriate, the transited non Contracting Party.

4. Contracting Parties shall endeavour to harmonize the provisions of their bilateral agreements with such non Contracting Parties, to reflect the provisions in this Agreement.

5. Change of vehicle or interruption of transport to enable part of a journey to be made by another means of transport shall not affect the application of this Agreement.

6. An authorization for each international regular service shall be issued by the Authorizing authority in agreement with the competent authorities of the country of destination as well as with the competent authorities in the transit countries.

7. International regular services may only be operated by transport undertakings established in the country of departure and/or the country of destination.

8. Passengers may embark or disembark in the countries of departure and destination. Passengers may embark or disembark in the transit countries only subject to the agreement of the competent authorities in these countries.

9. In cases where, depending on the national legislation, international regular services are carried out in the framework of a partnership agreement or contract concluded between the carriers from the relevant Contracting Parties operating the service, the decision on the actual split of traffic performances between participating carriers shall be left to discretion of carriers themselves.

#### **Article 7**

##### **Nature of authorization**

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1. The authorization shall be issued in the name of the carrier. It shall not be transferable to third parties.
  2. The carrier who has received an authorization may, with the consent of the Authorizing authority, operate the service through a sub-contractor(s). In this case, the sub-contractor's name and role will be stated in the authorization. The sub-contractor shall fulfil the conditions laid down in Article 1, paragraph 4. The Authorising authority issues the original of the authorisation to the operator who has submitted the application. Certified true copies shall be issued by the Authorising authority and given to all sub-contractors operating under this authorization.
  3. In the case of undertakings associated for the purpose of operating a regular service, the authorisation shall be issued in the names of all the undertakings. The authorisation shall state the names of all the operators. It shall be given to the undertaking that manages the operation. Certified true copies shall be issued by the Authorising authority and provided to all other associated undertakings.
  4. In case of partnerships of undertakings from the Contracting Parties, originals of the authorisations shall be issued to each partner undertaking, stating each undertaking's name in the authorisation.
  5. The period of validity of an authorization shall not exceed 5 years.
    6. Every authorization shall specify the following:
      - (a) the name of the transport operator(s) and, if applicable, sub-contractor(s);
      - (b) the type of service;
      - (c) the route of the service, specifying the place of departure and the place of destination, frontier-crossing points, stopping points where passengers embark and disembark and, in case of special regular services without contract, the category of persons accepted for transport and their destinations;
      - (d) a timetable which provides information on the period of operation and the frequency of the services, as well as the time at the stopping points;
      - (e)
      - (f) special conditions;
      - (g) the period of validity of the authorization.

## **Article 8**

### **Authorizing procedure**

1. The application for authorization shall be submitted by the carrier to the Authorizing authority of the country of establishment. In the case of partnerships of undertakings from the Contracting Parties concluded on a parity basis, only one application shall be submitted to the Authorising authority of the country of establishment of one of the partners .
2. In the case of undertakings associated for the purpose of operating a regular service, the application shall be submitted by the operator that manages the operation.
3. Transport operators shall fill in an application form. The applications for authorization shall be as shown in Annex II and, if applicable, Annex IIa .
4. Prior to issuing authorization, the authorizing Authority may:



- a. request additional information from transport operators
  - b. undertake a check at the premises of the undertaking to ensure it meets the relevant national provisions regarding admission to the occupation.
6. Upon receipt of the application, the Authorizing authority shall forward to the competent authorities of the country of destination as well as to the competent authorities in the transit countries a copy of the application, together with any other relevant documentation.
7. The competent authorities of the Contracting Parties whose agreement has been requested shall notify the Authorizing authority of their decision on the application within two months (three months for cabotage). This time limit shall be calculated from the date of receipt of the request for an opinion which is shown in the acknowledgement of receipt. If the decision received from the competent authorities of the Contracting Parties, whose agreement has been requested is negative, it shall contain a proper statement of reasons. If the Authorizing authority does not receive a reply within two months (three months for cabotage), the authorities consulted shall be deemed to have given their agreement and the Authorizing authority may grant the authorization.
8. The Authorizing authority shall take a decision on the application within four months of the date of receipt of the application.
9. Authorization shall be granted unless:
- (a) the applicant is proven to be unable to provide the service, with the equipment available to him;
  - (b) the applicant, or carriers, whose services he is subcontracting or he is using in the case of undertakings associated for the purpose of operating a regular service, have committed most serious infringements as listed in Annex IV;
  - (c) the applicant, or carriers, whose services he is subcontracting or he is using in the case of undertakings associated for the purpose of operating a regular service, do not comply with the applicable national legal requirements of insurance concerning passengers, drivers, vehicles and third party liability;
  - (d) the applicant, or carriers, whose services he is subcontracting or he is using in the case of undertakings associated for the purpose of operating a regular service, do not comply with the national legal requirements of admission to the occupation;
  - (e) in the case of an application for a renewal of an authorization, the conditions of authorization have not been complied with;
  - (f) a competent authority of a Contracting Party, whose agreement has been requested, decides on the basis of a detailed analysis, that the principal purpose of the service is other than to carry passengers ;
  - (g) a competent authority of a Contracting Party, whose agreement has been requested, decides on the basis of a detailed analysis, that the principal purpose of the service is cabotage;
  - (h) the applicant, or carriers, whose services he is subcontracting or he is using in the case of undertakings associated for the purpose of operating a regular service, do not comply with the national legal requirements concerning cabotage;
  - (i) a competent authority of a Contracting Party, whose agreement has been requested, decides on the basis of a detailed analysis that the service concerned would seriously affect the viability of a comparable service covered by one or more public service contracts.
  - (j) the applicant has been proven to provide false information.

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10. The fact that a carrier offers higher/lower prices than those offered by other carriers or the fact that the link in question is already operated by other carriers shall not in itself constitute a justification for rejecting the application. However, in the interest of fair competition and the quality of the service, the Authorizing authority or the competent authority of the host countries, may require that the schedule be changed.

Alternative 10: Ticket prices shall not in themselves constitute a justification for rejecting the application. In the interest of fair competition, the Authorizing authority or the competent authority of the host country may require schedule adjustments. (Turkey wishes to discuss tariffs)

11. If a host country does not grant permission to carry out cabotage on its territory, this shall not constitute a refusal to grant an authorisation for the relevant international service.

12. The competent authorities of all the Contracting Parties involved in the procedure to reach the agreement may refuse applications only on the basis of reasons provided for in this Agreement.

13. Having completed the procedure lay down in this Article, the Authorizing authority without undue delay shall grant the authorization or formally refuse the application.

14. Decisions refusing an application shall state the reasons for the refusal.

15. All applicants shall have the right to appeal if their application has been refused.

16. The Authorizing authority shall inform all the competent authorities whose agreement is requested, of its decision, by sending them a copy of any decision.

## **Article 10**

### **Renewal and alteration of authorization**

1. Article 9 above shall apply, *mutatis mutandis*, to applications for the renewal of Authorizations or for alteration of the conditions under which the services subject to authorization must be carried out.

2. In the event of a minor alteration to the operating conditions, such as the adjustment of timetables, the Authorizing authority need only supply the information in question to the competent authority of the other Contracting Parties concerned.

3. The Contracting Parties concerned may agree that the Authorizing authority alone shall decide on alterations to the conditions under which a service is operated.

## **Article 11**

### **Lapse of an authorization**

1. An authorization for a regular service shall lapse at the end of its period of validity or three months after the Authorizing authority has received notice from its holder of its intention to withdraw the service. Such notice shall contain a proper statement of reasons.

2. Where demand for a service has ceased to exist, the period of notice from the holder of the authorization provided for in paragraph 1 may be shortened up to one month, according to the holders' application. The Authorizing authority shall inform the competent authorities of the other Contracting Parties concerned that the authorization has lapsed.

3. The holder of the authorization shall notify users of the service concerned, of its withdrawal, one month in advance by means of appropriate publicity.

## Chapter III

### Rights and obligations

#### Article 12

##### Controls

1. The competent authorities of the relevant Contracting Parties perform controls prescribed by this Agreement, by other international Conventions and by their national legislation which applies to road transport.
2. For the purpose of this Agreement, the following are considered as control documents:
  - (a) in the case of a regular and special regular service, the authorization mentioned in Article 6, paragraph 1 above (original or its certified true copy);
  - (b) the transport ticket mentioned in Article 13, paragraph 5 below.
3. The list of passengers (waybill), as defined in Annex III of this Agreement, may be used as a control document if the relevant competent authorities agree on its use.
4. The control documents shall be carried on board of the vehicle and shall be presented at the request of an authorized inspector.
5. Certified true copies, issued by competent authorities of the Contracting Parties, shall conform to the models provided in the annexes of this Agreement, with the indication "certified true copy".

#### Article 13

##### Obligations of carriers

1. The carrier shall begin the transport service within the period indicated in the decision of the Authorizing authority granting the authorization.
2. Except in the event of force majeure, the operator of a regular service shall take all measures to guarantee a transport service that complies with the conditions as stipulated in the authorization.
3. The carrier shall make the information about the route, the stopping points, the timetable, the fares and the conditions of transport publicly available.
4. It shall be possible for the competent authorities of the Contracting Parties concerned, by common agreement and in agreement with the holder of the authorization, to make changes to the operating conditions governing a regular service.
5. Carriers operating a regular service, with the exclusion of special regular service, shall issue transport tickets, either individual or collective. The tickets shall indicate
  - (a) the name of the carrier;
  - (b) the points of departure and destination and, if applicable, the return journey;
  - (c) the period of validity of the ticket and, if applicable, the date and time of departure;
  - (d) the price of transport.
6. The transport ticket shall be presented, by the passenger, at the request of any authorized inspection officer.

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7. Carriers operating international passenger transport services shall allow all inspections intended to ensure that operations are being conducted correctly, in particular as regards driving and rest periods and road safety.

#### **Article 14**

##### **Conditions applicable to cabotage carried out in the framework of an international regular line**

1. The performance of the cabotage, as defined in Article 1, shall be subject to the laws, regulations and administrative provisions in force in the host Contracting Party.
2. The national laws, regulations and administrative provisions referred to in paragraph 1 above shall be applied by the Contracting Party to non-resident carriers under the same conditions as those that are imposed on their own nationals, so as to effectively prevent any open or hidden discrimination.

## **Chapter IV**

### **Safety and environmental provisions**

#### **Article 15**

##### **Technical conditions applying to vehicles**

1. Technical conditions applicable to buses and coaches used to carry out the international regular services covered by this Agreement shall comply with the provisions of the 1949 or 1968 Convention on Road Traffic.
2. Contracting Parties may carry out random inspections in order to ensure that coaches and buses are maintained in such a condition that they can be deemed as roadworthy by the inspection authorities, in particular as regards safety and environmental items referred to in Annex V to this Agreement. These random inspections should be carried out, to the extent possible, at the passenger terminals to avoid disruption of the transport operation and inconvenience to passengers.

Annex V should be moved here.

## **Chapter V**

### **Provisions related to service quality and facilitation**

#### **Article 16**

##### **Service quality and comfort**

1. The Authorizing authority may recommend to carriers to comply with the provisions of existing international quality and comfort systems.
2. Bearing in mind existing international standards on the quality and comfort of vehicles, carriers operating the same service under the scope of this Agreement shall:
  - (a) take appropriate measures to ensure that the buses and coaches used for this service offer comparable levels of service quality and comfort for passengers;
  - (b) follow the rules and regulations regarding the quality of service and comfort of vehicles, to be developed and approved by the Administrative Committee.

3. The rights of passengers travelling on international regular lines, operating under the scope of this Agreement, shall be guaranteed, in line with the relevant legislation and agreements in force.

## **Article 17**

### **Customs and fiscal provisions**

#### **1. Buses and coaches under this agreement:**

a. shall be exempted from all vehicle taxes and charges levied on the circulation or possession of vehicles, as well as from all special taxes or charges levied on transport operations in the territory of the other Contracting Parties.

b. shall not be exempted from payment of value added tax on transport services and road tolls.

2. Contracting Parties shall ensure that tolls and any other form of user charges may not be imposed at the same time for the use of a single road section. However, Contracting Parties may also impose tolls on networks where user charges are levied, for the use of bridges, tunnels and mountain passes.

3. The fuel for buses and coaches, contained in the fuel tanks established by the manufacturer for this purpose, as well as the lubricants contained in buses and coaches for the sole purpose of their operation, shall be exempted from import duties and any other taxes and payments imposed in other Contracting Parties.

4. Spare parts and tools imported for the repair of a damaged bus or coach while performing a regular road transport operation shall be exempted from customs duty and from all taxes and charges at the time of importation into the territory of another Contracting Party.

The spare parts which are replaced shall be re-exported or destroyed under the control of the competent customs authority of the other Contracting Party.

## **Article 18**

### **Frontier crossing points**

Contracting Parties shall endeavour to provide priority treatment to international bus and coach services and to meet the following requirements:

(a) Provide for facilities and equipment enabling joint controls between neighbouring States (one-stop technology), 24 hours a day, whenever justified by traffic needs.

(b) Arrange a traffic system which separates different types of vehicles on both sides of the border in order to give preference to buses and coaches providing regular services.

## **Chapter VI**

### **Transitional provisions and implementation**

#### **Article 19**

##### **Cooperation and penalties**

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1. The Authorizing authority of the Contracting Party shall have the right to suspend or withdraw the authorization when the holder:

(a) has not begun to service the route within the period agreed or included in the decision of the Authorizing authority regarding the opening of the route;

(b) no longer meets the conditions of authorization;

(c) does not meet any longer other relevant national provisions;

(d) has supplied false information concerning the data which was required for the issuance of the authorization.

2. The authorization can be suspended or even withdrawn at any moment if the carrier(s) cease(s) to comply with national requirements concerning:

(a) insurance;

(b) admission to the occupation.

The Authorizing authority shall immediately inform the competent authorities of the Contracting Parties concerned about the suspension or withdrawal of the authorization.

3. A recommendation on a system of penalties for breaching this Agreement, based on the list of most serious infringements provided for in Annex IV and the list of serious infringements are to be elaborated no later than two years after the entry into force of this Agreement. The penalties thus provided for shall be effective, proportionate and dissuasive.

4. Where most serious or serious infringements of regulations concerning road transport, especially those concerning driving and resting time as foreseen in the European agreement concerning the work of crews of vehicles engaged in international road transport (AETR), as well as those concerning road safety and unauthorized cabotage, have been committed by the carrier, the competent authorities of the Contracting Parties where the transport operator is established shall take the appropriate measures to avoid repetition of those infringements

5. In case a most serious infringement, as defined in Annex IV of this Agreement, is committed on the territory of any Contracting Party, these measures shall include the suspension or withdrawal of the authorization. In the case of an operator, whose sub-contracting carrier has committed such most serious infringements, which may lead to a suspension/withdrawal of the authorization, the authorization may be suspended until the time the operator replaces the sub-contracting carrier. In this case, the operator, holder of the authorization, shall, subject to the provisions of applicable national legislation, receive a last warning, which may lead, upon a second such infringement committed by one of his subcontractors, to a withdrawal of the authorization for this international regular line.

6. Contracting Parties shall guarantee the right of the transport operator to appeal against the administrative penalties imposed.

7. The Contracting Parties shall cooperate in enforcing the provisions of this Agreement.

## **Article 20**

### **Sanctioning and information on infringements on the territory of a host Contracting Party**

1. Where the competent authority of a Contracting Party is aware of a serious infringement of the provisions of this Agreement attributable to a carrier from another Contracting Party, the Contracting Party within the territory of which the infringement is

ascertained shall transmit to the competent authorities of the Contracting Party of establishment, as soon as possible, but at least within 6 weeks of their final decision on the matter if any penalties have been imposed, the following information:

- (a) a description of the infringement and date, time when it was committed;
  - (b) the category, type and seriousness of the infringement;
  - (c) the penalties imposed and the penalties executed.
2. The competent authorities of the host Contracting Party may request the competent authorities of the Contracting Party of establishment to impose administrative sanctions.
3. Without prejudice to criminal prosecution, the host Contracting Party may impose sanctions on non-resident carriers who have committed infringements of this Agreement. The sanctions shall be imposed on a non-discriminatory basis and may, inter alia, consist of warning and/or, in the event of a serious infringement, a temporary or indefinite ban of transport operations within the territory of the host Contracting Party, where the infringement was committed.
4. Contracting Parties shall ensure that carriers may appeal to the courts, once all other measures having been exhausted, against any administrative penalty imposed

## **Article 21**

### **The Administrative Committee**

An Administrative Committee shall be established. Its composition, functions and rules of procedure are defined in Annex VI.

## **Article 22**

### **Transitional provision**

Authorizations for services existing on the date of entry into force of this Agreement shall continue to be valid until they expire insofar as the services in question remain subject to authorization.

## **Article 23**

### **Agreements between Contracting Parties**

1. This Agreement shall replace relevant provisions of the bilateral agreements concluded between Contracting Parties.
2. None of the provisions of this Agreement exclude the rights of the Contracting Parties which form regional economic integration organizations, or similar contractual entities, to adopt specific legislation concerning regular services departing from and to their territory and, if need be, in transit through it, in as much as this legislation does not diminish the facilities provided for by this Agreement.
3. Contracting Parties shall inform the Administrative Committee of any provisions adopted under paragraph 2 above.
4. The provisions of this Agreement do not prevent the application of controls and restrictions stemming from national or international provisions:
  - (a) relating, in particular, to road traffic and to work of crews of vehicles performing transport by road,
  - (b) based on considerations of moral and public security, hygiene and public health or on considerations of a veterinary or phytosanitary order nor in the perception of owed sums due to the enforcement of such measures

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## **Article 24**

### **Reporting**

1. By 31 January every second year, Contracting Parties shall communicate to the UNECE secretariat the relevant information on international regular services covered by this Agreement by means of a standard reporting form.
2. The UNECE secretariat shall make this information publicly available.

## **Article 25**

### **Settlement of disputes**

1. Any dispute between two or more Contracting Parties concerning the interpretation or application of this Agreement shall so far as possible be settled by negotiation between them.
2. Any dispute which is not settled by negotiation shall, at the request of one of the Contracting Parties, be referred to an arbitration tribunal composed as follows: each party to the dispute shall appoint an arbitrator and these arbitrators shall appoint another arbitrator, who shall be chairman. If, three months after receipt of a request, one of the parties has failed to appoint an arbitrator or if the arbitrators have failed to elect the chairman, any of the parties may request the Secretary-General of the United Nations to appoint an arbitrator or the chairman of the arbitration tribunal.
3. The decision of the arbitration tribunal established under the provisions of paragraph 2 shall be binding on the Contracting Parties in dispute.
4. The arbitration tribunal shall determine its own rules of procedure.
5. The arbitration tribunal shall take its decisions by majority.
6. Any controversy which may arise between the parties to the dispute as regards the interpretation and execution of the award may be submitted by any of the parties for judgment to the arbitration tribunal which made the award.
7. Each party to the dispute shall bear the cost of its own appointed arbitrator and of its representatives in the arbitral proceedings; the cost of the chairman and the remaining costs shall be borne in equal parts by the parties to the dispute.

## **Article 26**

### **Annexes**

The annexes to this Agreement shall constitute an integral part thereto.

## **Chapter VII**

### **Final provisions**

#### **Article 27**

##### **Signature, ratification, accession**

1. This Agreement, deposited with the Secretary General of the United Nations, shall be open for signature until its entry into force. Thereafter, it shall be open for accession.
2. All States which are Members of the United Nations or Members of any of the specialised agencies or of the International Atomic Energy Agency or Parties to the Statute of the International Court of Justice and other States invited by the General Assembly of the United Nations may become Contracting Parties to the present Agreement by:



- (a) signing it without reservation of ratification, acceptance or approval;
- (b) depositing an instrument of ratification, acceptance or approval after signing it subject to ratification, acceptance or approval; or
- (c) depositing an instrument of accession.

3. The present Agreement shall similarly be open for signature, ratification, acceptance or approval by Regional Economic Integration Organisations, under the conditions referred to in paragraph 2 above. For the purpose of this Agreement, a “Regional Economic Integration Organisation” means any organisation constituted by sovereign States of a given region and that are Member States of this organisation, which has competence in respect of certain matters governed by the present Agreement, and has been duly authorized to accede or ratify the present Agreement.

4. An organisation within the meaning of paragraph 3 above, which has acceded to the present Agreement, shall inform the Secretary General of the United Nations that it has competence with respect to the matters governed by the present Agreement.

5. A Regional Economic Integration Organisation and its Member States shall determine their respective responsibilities and shall duly inform all other Parties of any such proposed agreement.

6. In their instrument of ratification, acceptance, approval or accession, the Regional Economic Integration Organisations referred to in paragraphs 3 to 5 above, shall declare the extent of their competence with respect to the matters governed by this Agreement. These organisations shall inform the Secretary General of the United Nations of any substantial modification to the extent of their competence.

7. The instruments of ratification, acceptance, approval or accession shall be deposited with the Secretary General of the United Nations.

## **Article 28**

### **Entry into force**

1. This Agreement shall enter into force on the ninetieth day after the date of deposit of the fifth instrument of ratification, acceptance, approval, or accession.

2. For any State or Regional Economic Integration Organisations ratifying or acceding to the Agreement after it has entered into force, this Agreement shall enter into force on the 24th day after the said State or organisation has deposited its instrument of ratification, acceptance, approval, or accession.

3. Regional Economic Integration Organisations, which are Contracting Parties, cease to be when they lose the powers which were delegated to them in accordance with Article 27 and duly inform the Secretary General of the United Nations.

## **Article 29**

### **Denunciation**

1. Any Contracting Party may denounce this Agreement by notice addressed to the Secretary General of the United Nations.

2. The denunciation shall take effect 12 months after the date of receipt by the Secretary General of the notice.

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## **Article 30**

### **Repeal**

If, after the entry into force of this Agreement, the number of Contracting Parties is reduced, as a result of denunciations, to less than five, the Agreement shall cease to be in force from the date of which the last denunciation takes effect.

## **Article 31**

### **Reservations**

No reservation to this Agreement shall be permitted excepted with regard to article 25.

## **Article 32**

### **Amendments**

1. A Contracting Party may propose amendments to this Agreement. Any proposal for amendment to the present Agreement introduced by a Contracting Party shall be subject to examination and decision by the Administrative Committee.
2. The proposal for an amendment shall be examined by the Administrative Committee and, if adopted, shall be submitted by the Secretariat of the Economic Commission for Europe of the United Nations to the Secretary General who will notify all Contracting Parties to this Agreement. The Administrative Committee shall endeavour to adopt decisions by consensus. If all efforts to reach a consensus have been exhausted, a vote shall be taken. Amendments shall be adopted by a three-quarter majority of the votes of the Contracting Parties present and voting.
3. Within nine months from the date of the notification to the Parties by the Secretary General of the proposal for an amendment, Contracting Parties may inform the Secretary General of objections they may have to the proposed amendment.
4. The proposed amendment shall be considered to be accepted if, at the end of the nine-month deadline for objections cited in the previous paragraph, objections have been notified by less than one-fifth of the Contracting Parties to this Agreement. If at least one-fifth of the Contracting Parties have raised an objection, the proposed amendment shall not take effect.
5. In case a country has become a Contracting Party to this Agreement between the time of the notification of a proposed amendment and the expiry of the nine-month deadline cited in paragraph 4 of this Article, the Secretary General will notify the new Contracting Party of the proposed amendment. The new Contracting Party may, before the expiry of the nine-month deadline, notify its objection to the proposed amendment to the Secretary General.
6. The Secretary General will notify all Contracting Parties to this Agreement of the objections formulated, in implementation of paragraphs 4 to 6 of this Article, as well as any amendments accepted in accordance with paragraph 5 above.
7. Any amendment deemed to be accepted shall enter into force six months after the date of its notification by the Secretary General to the Contracting Parties

## **Article 33**

### **Convening a review conference**

1. After the entry into force of this Agreement, any Contracting Party may, by notification to the Secretary General of the United Nations, request that a conference be convened for the purpose of reviewing the Agreement. The Secretary General shall notify

all Contracting Parties of this request and a review conference shall be convened if, within a period of four months following the date of notification by the Secretary General, not less than one-fourth of the Contracting Parties notify him of their concurrence with the request.

2. If a conference is convened in accordance with the preceding paragraph, the Secretary General shall notify all the Contracting Parties and invite them to submit, within a period of three months, such proposals as they may wish the conference to consider. The Secretary General shall circulate to all Contracting Parties the provisional agenda for the conference together with the texts of such proposals at least three months before the date on which the conference is to meet.

3. The Secretary General shall invite to any conference convened in accordance with this article all States and organisations cited in Article 27 of this Agreement.

#### **Article 34**

##### **Notification of States**

In addition to the notifications envisaged in Articles 32 and 33, the Secretary General of the United Nations shall notify the Contracting Parties above about:

- (a) Ratifications and accessions under Article 27;
- (b) The dates of entry into force of this Agreement in accordance with Article 28;
- (c) Denunciations under Article 29;
- (d) Repeal of this Agreement in accordance with Article 30.

#### **Article 35**

##### **Depositary**

The original of this Agreement shall be deposited with the Secretary General of the United Nations who shall transmit certified true copies to each of the States and organisations cited in Article 27 of this Agreement.

DONE at Geneva, [...], in a single copy, in English, French and Russian languages, all three texts are equally authentic.

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

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## Annex I

To be filled out in English or French or Russian or in one of the official languages of the Contracting Party issuing the authorization (as agreed by the relevant Contracting Parties)

The application form in English, French and Russian

### Application form<sup>1</sup>

To start a regular service

To start a special regular service<sup>2</sup>

To renew authorization for a service

To alter the conditions of authorization for a service

To be carried out by coach and bus between Contracting Parties in accordance with UNECE Agreement title to be spelled out to: .....

(Authorizing authority)

1. Name and first name or trade name of the applicant and, where appropriate, of the managing operator/carrier in the case of an association (pool):

.....

2. Service(s) to be carried out<sup>3</sup>

by an undertaking  as a member of an association (pool)  by a subcontractor

3. Names and addresses of the carrier, associated operator(s) or subcontractor(s)<sup>4</sup>

3.1 .....tel .....

3.2 .....tel .....

3.3 .....tel .....

3.4 .....tel .....

4. Service(s) to be carried out on a parity/reciprocity basis

(Second page of the application for authorization or for renewal of authorization)

5. In the case of a special regular service:

5.1. Category of passengers:<sup>5</sup> workers  school pupils/students

6. Duration of authorization requested or date on which the service ends:

---

<sup>1</sup> Tick or complete as appropriate.

<sup>2</sup> Special regular services not covered by a contract between the organizer and the carrier.

<sup>3</sup> Tick or complete as appropriate.

<sup>4</sup> Attach list if applicable.

<sup>5</sup> Tick or complete as appropriate.



- 
- (d) a driving schedule to permit verification of compliance with the international rules on driving times and rest periods;
  - (e) any appropriate information concerning coach and bus terminals;
  - (f) as appropriate, a specific application to carry out cabotage, laid down in Annex Ia.

**Annex Ia**

To be filled out in English or French or Russian or in one of the official languages of the Contracting Party issuing the authorization (as agreed by the relevant Contracting Parties)

The application form in English, French and Russian

**Appendix to the application for authorization to carry out cabotage**

.....

*(Point of departure and final destination point of the international service)*

Date: .....

To: .....

*(Authorizing authority)*

Name and first name or trade name of the applicant:

.....  
.....

Country/countries on whose territory(-ies) an authorization to carry out cabotage is/are requested:

.....  
.....  
.....

List of pick-up and set-down points, with full addresses (country by country):

.....  
.....  
.....  
.....  
.....  
.....

(Place and date)

(Signature of applicant)

.....

---

## Annex II

### Authorization form

*Multilateral agreement on the international regular transport of passengers by coach and bus (OmniBUS) / Accord multilatéral relatif au transport régulier international de voyageurs par autobus et autocar (OmniBUS) / Многостороннее соглашение о международных регулярных перевозках пассажиров городскими автобусами и автобусами дальнего следования (ОмниБУС)*

ISSUING STATE / *ÉTAT DÉLIVRANT L'AUTORISATION* / ВЫДАЮЩЕЕ ГОСУДАРСТВО:

Authorizing authority / *Autorité compétente* / Санкционирующий компетентный орган:

Contracting Party's distinguishing sign / *Signe distinctif international* / Международное отличительное обозначение

**AUTHORIZATION No. / AUTORISATION n° / РАЗРЕШЕНИЕ № ... :**

for a regular service / *délivrée pour un service régulier* / на осуществление регулярных рейсов

for a special regular service / *délivrée pour un service régulier spécial* / на осуществление специальных регулярных рейсов

by coach and bus between Contracting Parties of the Multilateral agreement on the international regular transport of passengers by coach and bus (OmniBUS) / *de transport par autobus ou autocar entre Parties contractantes à l'Accord multilatéral relatif au transport régulier international de voyageurs par autobus et autocar (OmniBUS)* / выполняемых автобусами и между Договаривающимися сторонами Многостороннего соглашения о международных регулярных перевозках пассажиров городскими автобусами и автобусами дальнего следования (ОмниБУС)

To / *à* / кому

Last name, first name or trade name of operator(s) or of the managing operator in the case of an association of undertakings (pool) / *Nom, prénom ou raison sociale du transporteur, ou du transporteur dirigeant l'exploitation dans le cas d'une association d'entreprise* / Фамилия, имя либо название оператора или головного оператора в случае объединения предприятий (пула)

Address / *Adresse* / Адрес:

Telephone, fax and e-mail / *Téléphone, fax et courriel* / Телефон и факс и адрес электронной почты:

Name, address, telephone, fax numbers and e-mails of associates or members of the association of undertakings (pool), and/or subcontractors / *Nom, adresse, n° de téléphone, n° de télécopieur et courriel des associés ou membres de l'association d'entreprises, et/ou sous-traitants* / Названия, адреса, номера телефона и факса и адреса электронной почты ассоциированных операторов или членов объединения предприятий (пула) и/или субподрядчиков:

(1)

(2)

(3)

(4)

(5)

List attached, if appropriate / *Liste jointe, le cas échéant* / В соответствующих случаях приложить список



Validity of the authorization / *Date d'expiration de l'autorisation* / Срок действия разрешения :

From / *de* / от:

To / *à* / до:

Place and date of issue / *Lieu et date de délivrance* / Место и дата выдачи:

Signature and stamp of the issuing authority or agency / *Signature et cachet de l'autorité ou organisme d'autorisation* / Подпись и печать санкционирующего компетентного органа, выдающего разрешение:

1. Route / *Itinéraire* / Общий маршрут :
  - (a) Place of departure of service / *Lieu de départ du service* / Место отправления рейса:
  - (b) Place of destination of service / *Lieu de destination du service* / Место назначения рейса:
  - (c) Principal itinerary, with passenger pick-up and set-down points underlined / *Itinéraire principal, les points de prise en charge et de dépose des voyageurs étant soulignés* / Основной маршрут с указанием остановок, на которых производится посадка и высадка пассажиров :
4. Other conditions or special points (e.g. authorized for cabotage, operating under parity conditions) / *Autres conditions ou caractéristiques particulières (par ex. cabotage autorisé, exploitation sous conditions paritaires, etc.)* / Прочие условия или особые пометки (например, с правом на каботаж, работа на паритетных условиях и пр.):
2. Timetable / *Horaire* / Расписание:
 

(attached to this authorization / *attaché à cette autorisation* / приложить к разрешению)
3. Special regular service / *Service régulier spécial* / Специальные регулярные рейсы:
  - (a) Category of passengers / *Catégorie de voyageurs* / Категория пассажиров:

Stamp of authority issuing the authorization / *Cachet de l'autorité délivrant l'autorisation* / Печать органа, выдающего разрешение :

To be filled out in English or French or Russian or in one of the official languages of the Contracting Party issuing the authorization (as agreed by the relevant Contracting Parties). / *A remplir en anglais ou en français ou en russe ou dans l'une des langues officielles de la Partie contractante délivrant l'autorisation (comme convenu par les Parties contractantes concernées).* / Заполняется на английском,

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французском или русском языке, или на одном из официальных языков Договаривающейся стороны, выдающей разрешение (по согласованию соответствующих Договаривающихся Сторон).

**Important notice / Note importante / Важное предупреждение :**

1. This authorization is valid for the entire journey. / *L'autorisation est valable pour l'ensemble du voyage.* / Настоящее разрешение действительно в отношении всей поездки.
2. The authorization or a true copy certified by the issuing Authorizing authority shall be kept on the vehicle for the duration of the journey and shall be presented to enforcement officials on request. / *L'autorisation ou une copie certifiée conforme par l'autorité d'autorisation doit être présente à bord du véhicule pendant la durée du voyage et doit être présentée aux inspecteurs habilités sur demande.* / Разрешение или его копия, заверенная санкционирующим органом, должны находиться на борту транспортного средства и предъявляться по требованию сотрудников компетентных органов.

**Annex III****Model list of passengers**

<i>Carrier Name</i>		<i>Place of Departure</i>		<i>Date of Departure</i>	
<i>Carrier Address</i>		<i>Place of Arrival</i>		<i>Departure Time</i>	
		<i>1st Driver</i>		<i>Expected Arrival Time</i>	
		<i>2nd Driver</i>		<i>Vehicle Registration</i>	
<i>Telephone No.</i>		<i>3rd Driver</i>			
	<i>Passenger Family Name and Name</i>	<i>Taken up in</i>	<i>Set down in</i>	<i>Identity docume nt N.N.</i>	<i>Ticket No.</i>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
No show					



## Annex IV

### **List of most serious infringements as referred in Article 19, which may lead to the withdrawal of the authorization for an international regular line:**

1. Exceeding the maximum six-day or fortnightly driving time limits by margins of 25 per cent or more.
2. Exceeding, during a daily working period, the established maximum daily driving time limit by a margin of 50 per cent or more without taking a break or an uninterrupted rest period.
3. No tachograph and/or speed limiter fitted or use of a fraudulent device able to modify the records of the recording equipment and/or the speed limiter or falsifying record sheets or data's downloaded from the tachograph and/or the driver card.
4. Driving without a valid roadworthiness test and/or very serious deficiency of inter alia braking system, steering linkages, wheels/tyres, suspension or chassis that would create such an immediate risk to road safety that leads to a decision to immobilise the vehicle.
5. Carrying passengers without holding a valid driving licence or carrying by an undertaking which is not holder of a valid operator's licence.
6. Carriage of passengers without holding a valid authorization for an international regular line.
7. Carrying out cabotage without having the appropriate authorization.

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## Annex V

### **Road safety and exhaust emission-related random inspections**

1. In order to carry out the technical inspection, competent authorities of Contracting Parties may use the checklist in Annex Va below. A copy of the checklist provided for in Annex Va, filled out by the control authority which carried it out, shall be given to the driver of the bus or coach and presented on request in order to simplify or avoid, where possible, subsequent inspections within a short and unreasonable period.
2. In exceptional cases, in particular if the inspection officer considers that the deficiency in the maintenance of the bus or coach is of such importance that it justifies further examination, the bus or coach may be subjected to a roadworthiness test at an approved testing centre.
3. Without prejudice to other penalties which may be imposed, if the consequence of the random inspection is that the bus or coach is considered to present a serious risk to its occupants or other road users, the bus or coach may be banned immediately from use on public roads.
4. Random inspections shall be carried out without discrimination on the grounds of nationality, residence or registration of buses and coaches and drivers respectively, and to the extent possible at the passenger terminals to avoid disruption of the transport operation and inconvenience to passengers.



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## Annex VI

### **Composition, functions and rules of procedure of the Administrative Committee**

1. Contracting Parties shall be members of the Administrative Committee. States which are not Contracting Parties may participate in session of the Administrative Committee as observers.
2. Any specialised agency and any organisation, including intergovernmental organisations and non-governmental organisations, that have been granted consultative status by the Economic and Social Commission of the United Nations, may participate in that capacity in the deliberations of the Administrative Committee during consideration of any matter of particular concern to that agency or organisation.
3. The Committee shall consider any proposed amendment to the Agreement in accordance with Article 32 paragraph 2.
4. In order to facilitate the uniform interpretation of this Agreement, the Committee may adopt Explanatory Notes, which provide recommended interpretation..
5. Explanatory Notes:
  - (a) interpret provisions of this Agreement and Annexes. They may also describe recommended practices.
  - (b) do not modify the provisions of this Agreement or its Annexes;
6. The UNECE Secretariat shall provide the Committee with secretariat services.
7. The Committee shall meet for the first time one year after the entry into force of this Agreement.
8. The Committee shall, at its first session, elect a chairman and a vice-chairman for two years.
9. The Committee shall meet annually and also at the request of at least 3 States which are Contracting Parties.
10. Proposals shall be put to the vote. Each State which is a Contracting Party represented at the session shall have one vote. Proposals, such as explanatory notes, other than amendments to this Agreement shall be adopted by the Committee by a majority of those present and voting . Amendments to this Agreement shall be adopted by a three quarters majority of those present and voting.
11. A quorum consisting of not less than half of the States which are Contracting Parties is required for the purposes of taking decisions.
12. In the absence of the relevant provisions in this Annex, The Rules of Procedure of the United Nations Economic Commission for Europe shall be applicable.