

No. 26797

**AUSTRIA
and
IRAN**

**Agreement on international road transport. Signed at Vienna
on 4 November 1986**

Authentic texts: German, Farsi and English.

Registered by Austria on 7 September 1989.

**AUTRICHE
et
IRAN**

**Accord relatif au transport routier international. Signé à
Vienne le 4 novembre 1986**

Textes authentiques : allemand, farsi et anglais.

Enregistré par l'Autriche le 7 septembre 1989.

AGREEMENT¹ OF INTERNATIONAL ROAD TRANSPORT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF AUSTRIA AND THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN

PREAMBLE

The Government of the Republic of Austria and the Government of the Islamic Republic of Iran hereinafter referred to as the “Contracting Parties”, desiring to regulate and encourage the international transport by road of passengers and goods between their countries and in transit through their territories, have agreed as follows:

INTRODUCTORY PROVISIONS

Article 1. DEFINITIONS

- (1) The term “carrier” means a physical or a juridical person or any company residing in Austria or in Iran which is licensed by the laws in force in the respective country to effect international transportation of passengers and goods by road.
- (2) A “vehicle” is any motor vehicle used on roads which is
 - (a) Constructed to carry more than eight persons excluding the driver or goods;
 - (b) Registered in the territory of either of the Contracting Parties.

Article 2. SCOPE

The provisions of this Agreement entitle carriers to transport passengers or goods by road in vehicles between the territories of the Contracting Parties or in transit through their territories.

Article 3. PASSENGER TRANSPORT

Passenger transport operations of a carrier of one Contracting Party on the territory of the other Contracting Party are subject to an authorization which should be obtained in accordance with the laws and regulations of the latter.

Article 4. TRANSPORT OF GOODS

- (1) With the exception of the transports referred to in Article 6 the carriage of goods by the vehicles registered in the territories of the Contracting Parties shall require a permit:
 - (a) Between the territories of the Contracting Parties;
 - (b) In transit through their territories;
 - (c) Between the territories of the Contracting Parties and the territory of a third State and vice-versa under the condition that the territory of the Contracting Party where the vehicle is registered, is transited on the customary route.

¹ Came into force on 7 August 1989, i.e., 60 days after the Contracting Parties had notified each other (on 10 May and 8 June 1989) of the completion of the constitutional requirements, in accordance with article 17 (1).

Such a permit will be valid for the use of one vehicle or a combination of vehicles. It shall be issued for a specific period of time and shall in each case cover one journey (outward and return, including transit).

(2) The permit will be issued by the competent authority of the Contracting Party in whose territory the vehicle is registered, on behalf of the competent authority of the other Contracting Party in the name of the carrier concerned; it may only be used by that carrier and is not transferable.

Article 5. PERMITS

(1) The competent authorities of the two Contracting Parties, acting on the basis of reciprocity, will decide upon the type and number of permits for the following year.

(2) The permits issued will be handed over to each carrier by the competent authority of the Contracting Party in whose territory that carrier is licensed.

Article 6. TRANSPORTS EXEMPTED FROM PERMITS

No transport permit shall be required for:

(a) Occasional transport of goods to and from airports in cases where air services are re-routed;

(b) Carriage of luggage in trailers drawn by passenger vehicles, and the carriage of luggage by vehicles of any description to and from airports;

(c) Carriage of mail;

(d) Carriage of damaged vehicles;

(e) Carriage of objects and works of art intended for exhibitions or fairs;

(f) Carriage of objects and equipment exclusively intended for publicity and information;

(g) Household removals performed by carriers using specialised personnel and equipment;

(h) Transport of goods in motor vehicles whose permitted gross laden weight, including trailers, does not exceed 6 tons, or when the permitted payload, including trailers, does not exceed 3.5 tons;

(i) Transport of medical supplies and equipment needed for emergencies, notably in the event of natural disasters;

(j) Unladen run of a relief vehicle used for transporting goods sent to replace a vehicle which has broken down and continuation of the haul by the relief vehicle under cover of the permit issued for the vehicle which has broken down;

(k) Unladen runs by goods vehicles;

(l) Transport of goods of abnormal dimensions or weight, provided that the carrier is specially licensed as required.

Article 7. EXCEPTIONAL TRANSPORT OPERATIONS

(1) If the weight, dimensions or the axle pressure of the vehicle exceed the maximum limits permitted in the territory of either Contracting Party, the vehicle requires a special authorization from the competent authority of the Contracting Party concerned.

(2) Where such authorization stipulates that the vehicle must use a specific route, transports are only permissible on that route.

GENERAL PROVISIONS

Article 8. CONTROL OF PERMITS

The permits and any other documents required under this Agreement shall be carried on the vehicle and produced on demand to the persons authorized by the Contracting Parties to examine them.

Article 9. REPRESENTATION

On the basis of reciprocity, each Contracting Party, subject to its national laws and regulations shall grant authorization to the carriers of the other Contracting Party to appoint representatives in its own territory.

Article 10. PROHIBITION OF INTERNAL TRANSPORTATION

The provisions of this Agreement shall not permit the carriers of either Contracting Party to carry passengers or goods within the territory of the other Contracting Party from one point to another within the same territory.

Article 11. TAXES AND CHARGES

(1) Vehicles registered in the territory of either Contracting Party are exempted from taxes and charges levied on the operation and possession of motor vehicles in the territory of the other Contracting Party.

(2) The exemption referred to in paragraph (1) will be granted, provided that the vehicle of either Contracting Party enters the territory of the other Contracting Party on the basis of temporary importation.

(3) The exemption referred to in paragraph (1) will not apply to taxes or charges on fuel consumption, to tolls (special charges for using particular bridges, tunnels, ferries or road sections) or to the Road Transportation Contribution.

Article 12. CUSTOMS FORMALITIES

(1) The temporary importation of vehicles to the territory of the other Contracting Party is liable to the national laws and regulations of that Contracting Party.

(2) Spare parts imported temporarily for the repair of vehicles carrying out transport operations according to this Agreement in the territory of the other Contracting Party shall be exempted from import duties and taxes and other restrictions including importation limitations if the replaced parts are re-exported or are placed at the free disposal of the customs authorities of the other Contracting Party, or destroyed under their supervision.

Article 13. APPLICATION OF NATIONAL LEGISLATION

For all matters which are not regulated by this Agreement, carriers and drivers of vehicles of one Contracting Party are bound to respect the legal provisions and regulations of the other Contracting Party while they are driving in the territory of the latter.

Article 14. VIOLATIONS

(1) If a carrier or the crew of the vehicle infringe the laws and regulations applicable in the territory of the other Contracting Party, the provisions of this Agreement or the conditions stated in the transport permit, the competent authority

of the country where the vehicle is registered may at the request of the competent authority of the other Contracting Party take the following steps:

(a) Issue a warning to the carrier;
(b) Discontinue the issuance of permits to the carrier for transports in the territory of the Contracting Party where the infringement was committed, or revoke a permit previously issued.

(2) The competent authorities of both Contracting Parties will inform each other of any infringement according to paragraph (1) as well as of measures taken.

(3) This Article shall apply without prejudice to any steps provided for by law which may be taken by courts or executive authorities of the Contracting Party in whose territory the infringement is committed.

Article 15. COMPETENT AUTHORITIES

Competent authorities designated for the implementation of this Agreement shall be as follows:

In the case of the Government of the Republic of Austria: The Federal Minister of Public Economy and Transport.

In the case of the Government of the Islamic Republic of Iran: The Ministry of Roads and Transport.

Article 16. JOINT COMMISSION

(1) The competent authorities of the Contracting Parties shall set up a Joint Commission consisting of their representatives that will regulate all questions regarding the implementation and application of this Agreement, which have not been solved through diplomatic channels.

(2) The Joint Commission shall meet at the request of either Contracting Party.

Article 17. ENTRY INTO FORCE AND DURATION OF VALIDITY

(1) This Agreement shall enter into force sixty days after the Contracting Parties have notified each other in writing through diplomatic channels that they have complied with the constitutional requirements for the entry into force of this Agreement.

(2) This Agreement is concluded for a period of three years. Thereafter it shall remain in force subject to the right of either Contracting Party to give to the other Contracting Party, at any time, a six-month written notice of termination.

DONE in Vienna, on the 4th day of November 1986 in one preamble and 17 articles in two original copies in the German, Farsi and English languages, all three texts being equally authentic; in case of divergent interpretation the English text shall prevail.

For the Government of the Republic of Austria:

ERICH BINDER

For the Government of the Islamic Republic
of Iran:

S. A. MADANI