

**AGREEMENT
BETWEEN THE GOVERNMENT
OF THE ISLAMIC REPUBLIC
OF PAKISTAN AND THE
GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF
CHINA CONCERNING
INTERNATIONAL ROAD
TRANSPORT**

The Government of the Islamic Republic of Pakistan and the Government of the People's Republic of China, hereinafter called "the Contracting Parties".

Taking into account the necessity of overland transport for the development of economic relations between the two countries.

Have agreed through friendly consultations as under:

Article 1

In accordance with this Agreement the regular and non-regular road transportation shall be carried out on the roads and the border posts open to each other for bi-lateral road transport by vehicles registered with the Contracting Parties.

Article 2

1. Regular transportation of passengers by coach shall be organized by agreement between the competent bodies or the authorized organization of the Contracting Parties.

2. Proposal for the operation schedule of the authorized organizations shall be notified by the competent bodies of the Contracting Parties in advance.

Article 3

1. The operation of non-regular transportation of passengers (including tourists) by coach between both countries shall require permits issued by the compe-

tent bodies of the Contracting Parties.

2. The competent bodies of the Contracting Parties shall agree between themselves regarding the method of exchanging permits as well as numbers thereof.

Article 4

A permit mentioned in Article 3 of this Agreement shall not be required for the replacement of a faulty coach by another coach.

Article 5

1. The transportation of goods between both countries shall be carried out by transport vehicles on the basis of permits issued by the competent bodies of the Contracting Parties.

2. The competent bodies of the Contracting Parties shall agree between themselves regarding the method of exchanging permits as well as number thereof.

Article 6

1. The permits mentioned in Article 5 of this Agreement shall not be required for the transportation of:

a) exhibits, equipment and materials for fairs and exhibitions;

b) vehicles, animals and also various equipment and property intended for use in holding sports events;

c) theater scenery and props, musical instrument, equipment and accessories for filming and for radio and TV broadcasts;

d) bodies or ashes of the dead;

e) mails;

f) damaged road transport vehicles;

g) personal effects when moved;

h) goods for the transportation of which in accordance with Article 7 of this Agreement a special permit has been obtained.

2. Permits shall not be required also for the passage of technical assistance vehicle.

3. Uniform transport documents issued by the

competent bodies of each country shall be required for the transportation of the above mentioned items.

Article 7

1. When the dimensions of the weight of a road transport vehicle travelling with or without cargo exceed the standards established in the territory of the other Contracting party and also when hazardous goods are being carried, the carrier must obtain a special permit from the competent bodies of the other Contracting Party.

2. If the permit referred to in paragraph (1) of this Article provided for the movement of a road transport vehicle by a definite route, the transportation must take place along that route.

Article 8

1. The transport operations envisaged in this Agreement may be performed only by carriers who, in conformity with the internal legislation of their country, are permitted to carry out international transport operations.

2. Road transport vehicles involved in international transport operations must have a vehicle registration plate and the distinguishing mark of their country.

Article 9

A carrier shall not be permitted to transport passengers or goods between two points on the territory of the other Contracting Party.

Article 10

Transportation of goods provided for in this Agreement must be undertaken under consignment notes of each of the Contracting Parties, the form of which observes the generally accepted international model.

Article 11

1. The driver of a coach or of a goods vehicle must have a national or an international drivers' licence corresponding to the category of road transport

vehicle he is driving, and national registration documents for the road transport vehicle.

2. Permits and any other documents required in accordance with the provisions of this Agreement must be carried in the road transport vehicle to which they relate and be produced upon the request of the competent control bodies.

Article 12

Practical matters connected with carrying out the transportation of passengers and goods envisaged in this Agreement may be settled directly between the authorized organizations of the Contracting Parties.

Article 13

Account and payments effected within the framework of this Agreement shall be made in accordance with stipulations on payments agreed upon by both governments.

Article 14

Transportation of passengers and goods between the two countries by carriers of the Contracting Parties envisaged in this Agreement shall be mutually exempted from the taxes and duties on the ownership, on income and profit derived from transport operations except the charges for the transport administration, the costs of services rendered, and the toll taxes (including road maintenance fee).

Article 15

1. In the performance of transport operations on the basis of this Agreement the following items brought on to the territory of the other Contracting Party shall be mutually exempt from customs taxes and duties and from authorizations.

a) fuel held in the tanks fitted on each model of road transport vehicle and which are linked technologically and structurally with the engine's feed system;

b) lubricants in quantities necessary for use during the transport operation;

c) necessary spares and tools designed for the repair of a road transport vehicle performing an international transport operation.

2. The driver shall declare at the entry post of the other side items and numbers of the necessary spares and tools designed for the repair of the vehicle by filling in a list. This vehicle shall be subject to re-examination on its return. The number of the used and unused spares and tools shall be consistent with the list.

Article 16

Transportation of passengers and goods on the basis of this Agreement shall be performed under third party liability insurance. The carrier shall be obliged to insure in advance each road vehicle undertaking the said transport operation.

Article 17

In relation to border, customs and quarantine, the provisions of international treaties to which both Contracting Parties are party, or the bilateral agree-

ments between the Contracting Parties, shall be applied, and in deciding matters which are not regulated by these agreements the national legislation of each of the Contracting Parties shall be applied.

Article 18

Border, customs and quarantine shall give priority attention to seriously ill patients who are being transported, to passengers carried by regular coach services, and also to animals and perishable goods being transported.

Article 19

Carriers of one Contracting Party are obliged to observe the traffic laws and other laws and regulations of the other Contracting Party on whose territory their vehicles are situated.

Article 20

For the purpose of ensuring fulfillment of this Agreement the competent bodies of the Contracting Par-

ties shall carry out one of the Contracting Parties, hold consultations to decide matters connected with the system of permits for the transportation of passengers and goods, and shall also exchange experience and information on the use of permits that are issued.

Article 21

The contracting Parties shall settle all contentious matters which may arise in connection with the interpretation or application of this Agreement, through negotiations and consultations.

Article 22

This Agreement shall not affect the rights and obligations of the Contracting Parties arising from other international treaties which they have concluded.

Article 23

This Agreement shall enter into force on the date of signing and remain in force for five years, its alidity shall be automatically extended for successive periods

of five years unless terminated by either Contracting Party by giving notice of termination in writing six months in advance of its expiry.

Done at Beijing on December 28 in the year 1993 in duplicate, in English and Chinese, the two texts being equally authentic.

For the Government of the
Islamic Republic of
Pakistan

For the Government of the
People's Republic of
China

A handwritten signature in black ink, appearing to read "Azy Ali", written over a diagonal line.

黄镇东