



**COUNCIL OF
THE EUROPEAN UNION**

Brussels, 24 April 2012

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PROPOSAL

from:	Commission
dated:	20 April 2012
No Cion doc.:	COM (2012) 176 final
Subject:	Proposal for a Council Decision on the position to be adopted, on behalf of the European Union, in the EU-EFTA Joint Committee concerning the adoption of a Decision amending the Convention of 20 May 1987 on a common transit procedure

Delegations will find attached a proposal from the Commission, submitted under a covering letter from Mr. Jordi AYET PUIGARNAU, Director, to Mr Uwe CORSEPIUS, Secretary-General of the Council of the European Union.

Encl.: COM (2012) 176 final



EUROPEAN COMMISSION

Brussels, 18.4.2012
COM(2012) 176 final

2012/0088 (NLE)

Proposal for a

COUNCIL DECISION

on the position to be adopted, on behalf of the European Union, in the EU-EFTA Joint Committee concerning the adoption of a Decision amending the Convention of 20 May 1987 on a common transit procedure

EXPLANATORY MEMORANDUM

1. CONTEXT OF THE PROPOSAL

Grounds for and objectives of the proposal

The accession of Turkey to the Convention on a common transit procedure of 20 May 1987 involves the introduction of new linguistic references concerning this country in the Convention. Furthermore, guarantee documents where Contracting Parties to the Convention are mentioned need to be changed accordingly.

General context

The Convention of 20 May 1987 on a common transit procedure ('Convention') establishes the measures facilitating the movement of goods between the European Union and the Republic of Iceland, the Kingdom of Norway and the Swiss Confederation.

Turkey wished formally to accede to the Convention and has fulfilled the legal, structural and information technology requirements, which are preconditions for accession.

As these preconditions have been met by Turkey and Turkey has been invited to accede, it is now necessary to amend the Convention with new linguistic references in the Turkish language and the appropriate adaptations of guarantee documents. These amendments are to be introduced and applied as of the first day Turkey starts using the common transit system.

Existing provisions in the area of the proposal

There are no existing provisions in the area of the proposal.

Consistency with other policies and objectives of the Union

Not applicable.

2. RESULTS OF CONSULTATIONS WITH THE INTERESTED PARTIES AND IMPACT ASSESSMENTS

Consultation of interested parties

Consultation methods, main sectors targeted and general profile of respondents

Consultation with approval by the EU-EFTA "Common transit" working group, representing the Contracting Parties to the Convention.

Summary of responses and how they have been taken into account

Favourable opinion.

Collection and use of expertise

There was no need for external expertise.

Impact assessment

The accession to the Convention of 20 May 1987 on a common transit procedure can be seen within the framework of the pre-accession strategy to the European Union.

It will lead to an alignment to the "acquis communautaire" in the transit area.

The introduction of common transit in Turkey as an alternative to the TIR procedure will bring further facilitation of transit, reduction in costs and a possible increase in trade.

3. LEGAL ELEMENTS OF THE PROPOSAL

Summary of the proposed action

The accession of Turkey involves the introduction of new linguistic references concerning this country, allowing the implementation of the common transit procedure between the Contracting Parties. The guarantee documents in particular have to be subject to the necessary modifications.

This draft decision was approved by the Customs Code Committee "Customs Status and Transit section" and by the EU-EFTA Working Group on common transit.

The Commission is invited to approve this draft decision by the written procedure, in order to submit it to the Council to establish a common position for its final adoption by the EU-EFTA Joint Committee on Common Transit.

Legal basis

Article 15 of the Convention of 20 May 1987 on a common transit procedure.

Subsidiarity principle

The proposal falls under the exclusive competence of the European Union. The subsidiarity principle therefore does not apply.

Proportionality principle

The proposal complies with the proportionality principle for the following reason.

Not applicable.

Choice of instruments

Proposed instrument: other.

Other means would not be adequate for the following reason.

There is no other adequate instrument.

4. BUDGETARY IMPLICATION

The proposal has no implication for the EU budget.

5. OPTIONAL ELEMENTS

Simplification

The proposal provides for simplification of administrative procedures for public authorities and simplification of administrative procedures for private parties.

The proposal introduces the common transit procedure for all the Contracting Parties to the Convention.

The common transit procedure allows the authorisation of simplifications concerning private parties.

Proposal for a

COUNCIL DECISION

on the position to be adopted, on behalf of the European Union, in the EU-EFTA Joint Committee concerning the adoption of a Decision amending the Convention of 20 May 1987 on a common transit procedure

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 207(4) in conjunction with Article 218(9) thereof,

Having regard to the proposal from the European Commission,

Whereas:

- (1) Article 15a of the Convention on a common transit procedure¹ allows for a third country to become a Contracting Party to this Convention following a decision of the Joint Committee to invite the country.
- (2) Article 15 of the Convention on a common transit procedure empowers the Joint Committee set up by that Convention to recommend and adopt, by decisions, amendments to this Convention and its Appendices.
- (3) Turkey formally expressed its wish to join the common transit system and has been invited following a decision by the Joint Committee on 19 January 2012 set up by virtue of this Convention.
- (4) Having satisfied the essential legal, structural and information technology requirements, which are preconditions for accession and following the formal procedure for accession Turkey will accede the Convention of 20 May 1987 on a common transit procedure.
- (5) The enlargement of the common transit system will require certain amendments of the Convention. These concern new linguistic references in Turkish and the appropriate adaptations of guarantee documents.
- (6) The proposed amendment was presented to and discussed within the EU-EFTA Working Group and the text was preliminarily approved.
- (7) Therefore, the position of the European Union concerning the proposed amendment should be determined,

¹ OJ no L 226, 13.8.1987, p.2.

HAS ADOPTED THIS DECISION:

Article 1

The position to be taken by the European Union in the EU-EFTA Joint Committee on common transit concerning the adoption of Decision No XXX by this Committee amending the Convention of 20 May 1987 on a common transit procedure shall be based on the draft Decision annexed to this Decision.

Minor changes to the draft Decision may be agreed to by the representatives of the Union in the EU-EFTA Joint Committee without further decision of the Commission.

Article 2

The Commission shall publish the Decision of the EU-EFTA Joint Committee on common transit, once adopted, in the Official Journal of the European Union.

Article 3

This Decision is addressed to the Member States.

Done at Brussels,

*For the Council
The President*

ANNEX

Proposal for a

DECISION No XXX OF THE EU-EFTA JOINT COMMITTEE ON COMMON TRANSIT
amending the Convention of 20 May 1987 on a common transit procedure [...]

THE JOINT COMMITTEE,

Having regard to the Convention of 20 May 1987 on a common transit procedure,² and in particular Article 15(3)(a) thereof,

Whereas:

(1) Turkey is to accede to the Convention of 20 May 1987 on a common transit procedure and has been invited following a decision by the Joint Committee on 19 January 2012 set up by virtue of this Convention.

(2) Accordingly, the Turkish language versions of the references used in the Convention should be inserted in the Convention in the appropriate order.

(3) The application of this Decision is linked to the date of accession of Turkey to the Convention.

(4) In order to allow the use of guarantee forms printed in accordance with the criteria in force prior to the date of accession of Turkey to the Convention, a transitional period should be established during which the printed forms, with some adaptations, could continue to be used.

(5) Therefore the Convention has to be amended accordingly.

HAS ADOPTED THIS DECISION:

Article 1

Appendix III to the Convention on a common transit procedure is amended as set out in the Annex to this Decision.

Article 2

1. This Decision shall apply from 1st July 2012
2. The forms based on the specimen forms in Annexes C1, C2, C3, C4, C5, C6 to Appendix III may continue to be used, subject to the necessary geographical adaptations and the adaptations concerning the address for service or the authorised agent, until 30th June 2013 at the latest.

Done at Brussels,

² OJ L 226, 13.8.1987, p. 2.

For the Joint Committee

The President

ANNEX

1. In Annex B1, under box 51 the following indent is added between United Kingdom and Iceland:

"Turkey TR",

2. In Annex B6, Title III is amended as follows:

2.1. In the first part of the table "Limited validity - 99200" the following indent is added before IS:

"- TR Sınırlı Geçerli"

2.2. In the second part of the table "Waiver - 99201" the following indent is added before IS:

"- TR Vazgeçme"

2.3. In the third part of the table "Alternative proof - 99202" the following indent is added before IS:

"- TR Alternatif Kanıt"

2.4. In the fourth part of the table "Differences: office where goods were presented... (name and country) – 99203" the following indent is added before IS:

"- TR Değişiklikler: Eşyanın sunulduğu idare.....(adı ve ülkesi)"

2.5. In the fifth part of the table "Exit from... subject to restrictions or charges under Regulation/Directive/Decision No... – 99204" the following indent is added before IS:

"- TR Eşyanın’dan çıkışı No.lu Tüzük / Direktif / Karar kapsamında kısıtlamalara veya mali yükümlülüklerle tabidir"

2.6. In the sixth part of the table "Prescribed itinerary waived – 99205" the following indent is added before IS:

"- TR Zorunlu Güzergahtan Vazgeçme"

2.7. In the seventh part of the table "Authorised consignor – 99206", the following indent is added before IS:

"- TR İzinli Gönderici"

2.8. In the eighth part of the table "Signature waived – 99207", the following indent is added before IS:

"- TR İmzadan Vazgeçme"

2.9. In the ninth part of the table "Comprehensive guarantee prohibited – 99208" the following indent is added before IS:

"- TR Kapsamlı teminat yasaklanmıştır"

2.10. In the tenth part of the table "Unrestricted use- 99209", the following indent is added before IS:

"- TR Kısıtlanmamış kullanım

2.11. In the eleventh part of the table "Issued retroactively - 99210, the following indent is added before IS:

"- TR Sonradan Düzenlenmiştir"

2.12. In the twelfth part of the table "Various – 99211", the following indent is added before IS:

"- TR Çeşitli"

2.13. In the thirteenth part of the table "Bulk – 99212", the following indent is added before IS:

"- TR Dökme"

2.14. In the fourteenth part of the table "Consignor – 99213" the following indent is added before IS:

"- TR Gönderici"

3. Annex C1 is replaced by the following text:

"ANNEX C1

COMMON/COMMUNITY TRANSIT PROCEDURE

GUARANTEE DOCUMENT

INDIVIDUAL GUARANTEE

I. Undertaking by the guarantor

1. The undersigned³.....

resident at⁴.....

hereby jointly and severally guarantees, at the office of guarantee of

up to a maximum amount of

.....

in favour of the European Union (comprising the Kingdom of Belgium, the Republic of Bulgaria, the Czech Republic, the Kingdom of Denmark, the Federal Republic of Germany, the Republic of Estonia, the Hellenic Republic, the Kingdom of Spain, the French Republic, Ireland, the Italian Republic, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Grand Duchy of Luxembourg, Hungary, the Republic of Malta, the Kingdom of the Netherlands, the Republic of Austria, the Republic of Poland, the Portuguese Republic, Romania the Republic of Slovenia, the Slovak Republic, the Republic of Finland, the Kingdom of Sweden, the United Kingdom of Great Britain and Northern Ireland) and of the Republic of Croatia, the Republic of Iceland, the Kingdom of Norway, the Swiss Confederation, the Republic of Turkey, the Principality of Andorra and the Republic of San Marino,⁵ any amount of principal, further liabilities, expenses and incidentals - but not fines - for which the principal,⁶.....

may be or become liable to the abovementioned countries for debt in the form of duty and other charges applicable to the goods described below placed under the Community or common transit procedure from the office of departure of.....

.....

to the office of destination of

.....

Goods description:

.....

³ Surname and forenames, or name of firm.

⁴ Full address.

⁵ Delete the name of the Contracting Party or Parties or States (Andorra or San Marino) whose territory is not transited. The references to the Principality of Andorra and the Republic of San Marino shall apply solely to Community transit operations.

⁶ Surname and forename, or name of firm and full address of the principal.

2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the countries referred to in point 1 and without being able to defer payment beyond a period of 30 days from the date of application the sums requested unless he or she or any other person concerned establishes before the expiry of that period, to the satisfaction of the competent authorities, that the operation has ended.

At the request of the undersigned and for any reasons recognised as valid, the competent authorities may defer beyond a period of 30 days from the date of application for payment the period within which he or she is obliged to pay the requested sums. The expenses incurred as a result of granting this additional period, in particular any interest, must be so calculated that the amount is equivalent to what would be charged under similar circumstances on the money market or financial market in the country concerned.

3. This undertaking shall be valid from the day of its acceptance by the office of guarantee. The undersigned shall remain liable for payment of any debt arising during the Community or common transit operation covered by this undertaking and commenced before any revocation or cancellation of the guarantee took effect, even if the demand for payment is made after that date.

4. For the purpose of this undertaking the undersigned gives his or her address for service⁷ in each of the other countries referred to in paragraph 1 as:

Country	Surname and forenames, or name of firm, and full address
.....
.....
.....
.....

The undersigned acknowledges that all correspondence and notices and any formalities or procedures relating to this undertaking addressed to or effected in writing at one of his or her addresses for service shall be accepted as duly delivered to him or her.

The undersigned acknowledges the jurisdiction of the courts of the places where he or she has an address for service.

The undersigned undertakes not to change his or her addresses for service or, if he or she has to change one or more of those addresses, to inform the office of guarantee in advance.

Done at, on

.....

(Signature)⁸

⁷ If, in the law of the country, there is no provision for address for service the guarantor shall appoint, in this country, an agent authorised to receive any communications addressed to him and the acknowledgement in the second subparagraph and the undertaking in the fourth subparagraph of paragraph 4 must be made to correspond. The courts of the places in which the addresses for service of the guarantor or of his agents are situated shall have jurisdiction in disputes concerning this guarantee.

⁸ The person signing the document must enter the following by hand before his or her signature: "Guarantee for the amount of", the amount being written out in letters.

II. Acceptance by the office of guarantee

Office of
guarantee.....

Guarantor's undertaking accepted on.....to
cover the Community/common transit operation effected under⁹ transit declaration No
.....of.....

.....

(Stamp and signature)"

⁹ To be completed by the office of departure.

4. Annex C2 is replaced by the following text:

"ANNEX C2

COMMON/COMMUNITY TRANSIT PROCEDURE

GUARANTEE DOCUMENT

INDIVIDUAL GUARANTEE IN THE FORM OF VOUCHERS

I. Undertaking by the guarantor

1. The undersigned¹⁰

resident at¹¹

hereby jointly and severally guarantees, at the office of guarantee of

in favour of the European Union (comprising the Kingdom of Belgium, the Republic of Bulgaria, the Czech Republic, the Kingdom of Denmark, the Federal Republic of Germany, the Republic of Estonia, the Hellenic Republic, the Kingdom of Spain, the French Republic, Ireland, the Italian Republic, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Grand Duchy of Luxembourg, Hungary, the Republic of Malta, the Kingdom of the Netherlands, the Republic of Austria, the Republic of Poland, the Portuguese Republic, Romania, the Republic of Slovenia, the Slovak Republic, the Republic of Finland, the Kingdom of Sweden, the United Kingdom of Great Britain and Northern Ireland) and of the Republic of Croatia, the Republic of Iceland, the Kingdom of Norway, the Swiss Confederation, the Republic of Turkey, the Principality of Andorra and the Republic of San Marino¹²,

any amount of principal, further liabilities, expenses and incidentals - but not fines - for which a principal may be or become liable to the above mentioned States for debt in the form of duty and other charges applicable to the goods placed under the Community or common transit procedure, in respect of which the undersigned has undertaken to issue individual guarantee vouchers up to a maximum of EUR 7 000 per voucher.

2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the countries referred to in paragraph 1 and without being able to defer payment beyond a period of 30 days from the date of application the sums requested, up to EUR 7 000 per individual guarantee voucher, unless he or she or any other person concerned establishes before the expiry of that period, to the satisfaction of the competent authorities, that the operation has ended.

At the request of the undersigned and for any reasons recognised as valid, the competent authorities may defer beyond a period of 30 days from the date of application for payment the period within which he or she is obliged to pay the requested sums. The expenses incurred as a result of granting this additional period, in particular any interest, must be so calculated that the amount is equivalent to what would be charged under similar circumstances on the money market or financial market in the country concerned.

3. This undertaking shall be valid from the day of its acceptance by the office of guarantee. The undersigned shall remain liable for payment of any debt arising during any Community or common transit operations covered by this undertaking and commenced before any revocation or cancellation of the guarantee took effect, even if the demand for payment is made after that date.

¹⁰ Surname and forenames, or name of firm.

¹¹ Full address.

¹² Only for Community transit operations.

4. For the purpose of this undertaking the undersigned gives his or her address for service¹³ in each of the other countries referred to in paragraph 1 as:

Country	Surname and forenames, or name of firm, and full address
.....
.....
.....
.....
.....
.....

The undersigned acknowledges that all correspondence and notices and any formalities or procedures relating to this undertaking addressed to or effected in writing at one of his or her addresses for service shall be accepted as duly delivered to him or her.

The undersigned acknowledges the jurisdiction of the courts of the places where he or she has an address for service.

The undersigned undertakes not to change his or her addresses for service or, if he or she has to change one or more of those addresses, to inform the office of guarantee in advance.

Done at, on

.....

(Signature)¹⁴

II. Acceptance by the office of guarantee

Office of guarantee

.....

Guarantor's undertaking accepted on

.....

.....

(Stamp and signature)"

¹³ If, in the law of the country, there is no provision for address for service the guarantor shall appoint, in this country, an agent authorised to receive any communications addressed to him and the acknowledgement in the second subparagraph and the undertaking in the fourth subparagraph of paragraph 4 must be made to correspond. The courts of the places in which the addresses for service of the guarantor or of his agents are situated shall have jurisdiction in disputes concerning this guarantee.

¹⁴ The signature must be preceded by the following in the signatory's own handwriting: 'Guarantee'.

5. Annex C4 is replaced by the following text:

"ANNEX C 4

COMMON/COMMUNITY TRANSIT PROCEDURE

GUARANTEE DOCUMENT

COMPREHENSIVE GUARANTEE

I. Undertaking by the guarantor

1. The undersigned¹⁵
.resident
at¹⁶

hereby jointly and severally guarantees, at the office of guarantee of

up to a maximum amount of

.....

being 100/50/30%¹⁷ of the reference amount, in favour of the European Union (comprising the Kingdom of Belgium, the Republic of Bulgaria, the Czech Republic, the Kingdom of Denmark, the Federal Republic of Germany, the Republic of Estonia, the Hellenic Republic, the Kingdom of Spain, the French Republic, Ireland, the Italian Republic, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Grand Duchy of Luxembourg, Hungary, the Republic of Malta, the Kingdom of the Netherlands, the Republic of Austria, the Republic of Poland, the Portuguese Republic, Romania, the Republic of Slovenia, the Slovak Republic, the Republic of Finland, the Kingdom of Sweden, the United Kingdom of Great Britain and Northern Ireland) and of Republic of Croatia, the Republic of Iceland, the Kingdom of Norway, the Swiss Confederation, the Republic of Turkey, the Principality of Andorra and the Republic of San Marino,¹⁸

any amount of principal, further liabilities, expenses and incidentals - but not fines - for which the principal,¹⁹, may be or become liable to the abovementioned countries for debt in the form of duty and other charges applicable to the goods placed under the Community or common transit procedure.

2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the countries referred to in paragraph 1 and without being able to defer payment beyond a period of 30 days from the date of application the sums requested up to the limit of the abovementioned maximum amount, unless he or she or any other person concerned establishes before the expiry of that period, to the satisfaction of the competent authorities, that the operation has ended.

At the request of the undersigned and for any reasons recognised as valid, the competent authorities may defer beyond a period of 30 days from the date of application for payment the period within which he or she is obliged to pay the requested sums. The expenses incurred as a result of granting this additional period, in particular any interest, must be so calculated that the amount is equivalent to

¹⁵ Surname and forenames, or name of firm.

¹⁶ Full address.

¹⁷ Delete what does not apply.

¹⁸ Delete the name of the Contracting Party or Parties or States (Andorra or San Marino) whose territory is not transited. The references to the Principality of Andorra and the Republic of San Marino shall apply solely to Community transit operations.

¹⁹ Surname and forename, or name of firm and full address of the principal.

what would be charged under similar circumstances on the money market or financial market in the country concerned.

This amount may not be reduced by any sums already paid under the terms of this undertaking unless the undersigned is called upon to pay a debt arising during a Community or common transit operation commenced before the preceding demand for payment was received or within 30 days thereafter.

3. This undertaking shall be valid from the day of its acceptance by the office of guarantee. The undersigned shall remain liable for payment of any debt arising during any Community or common transit operations covered by this undertaking and commenced before any revocation or cancellation of the guarantee took effect, even if the demand for payment is made after that date.

4. For the purpose of this undertaking the undersigned gives his or her address for service²⁰ in each of the other countries referred to in paragraph 1 as:

Country	Surname and forenames, or name of firm, and full address
.....
.....
.....
.....
.....
.....

The undersigned acknowledges that all correspondence and notices and any formalities or procedures relating to this undertaking addressed to or effected in writing at one of his or her addresses for service shall be accepted as duly delivered to him or her.

The undersigned acknowledges the jurisdiction of the courts of the places where he or she has an address for service.

The undersigned undertakes not to change his or her addresses for service or, if he or she has to change one or more of those addresses, to inform the office of guarantee in advance.

Done at, on

.....

(Signature)²¹

²⁰ If, in the law of the country, there is no provision for address for service the guarantor shall appoint, in this country, an agent authorised to receive any communications addressed to him and the acknowledgement in the second subparagraph and the undertaking in the fourth subparagraph of paragraph 4 must be made to correspond. The courts of the places in which the addresses for service of the guarantor or of his agents are situated shall have jurisdiction in disputes concerning this guarantee.

²¹ The signature must be preceded by the following in the signatory's own handwriting: "Guarantee for the amount of ..." with the amount written out in full.

II. Acceptance by the office of guarantee

Office of guarantee

.....

Guarantor's undertaking accepted on

.....

.....

(Stamp and signature)"

6. In Box 7 of Annex C5, the word "Turkey" is inserted between the words "Switzerland" and "Andorra".
7. In Box 6 of Annex C6, the word "Turkey" is inserted between the words "Switzerland" and "Andorra".