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European Union

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#### **LEGISLATIVE ACTS AND OTHER INSTRUMENTS**

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Subject: COUNCIL DECISION on the position to be taken on behalf of the European Union within the EU-EFTA Joint Committee on common transit as regards the adoption of a Decision amending the Convention on a common transit procedure

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**COUNCIL DECISION (EU) 2015/...**

**of...**

**on the position to be taken on behalf of the European Union  
within the EU-EFTA Joint Committee on common transit  
as regards the adoption of a Decision  
amending the Convention 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 between the European Economic Community, the Republic of Austria, the Republic of Finland, the Republic of Iceland, the Kingdom of Norway, the Kingdom of Sweden and the Swiss Confederation on a common transit procedure<sup>1</sup> ('the Convention') allows for a third country to become a Contracting Party to the Convention following a decision of the Joint Committee set up by the Convention to invite the country.
- (2) Article 15 of the Convention empowers the EU-EFTA Joint Committee to recommend and adopt, by decisions, amendments to the Convention and the Appendices thereto.
- (3) The Republic of Serbia has formally expressed its wish to join the common transit system.
- (4) Having satisfied the essential legal, structural and information technology requirements which are preconditions for accession, and following the formal procedure for accession, it is possible for the Republic of Serbia to accede to the Convention.
- (5) The enlargement of the common transit system requires amendments to be made to the Convention concerning new linguistic references in the Serbian language and the appropriate adaptations to be made to guarantee documents.

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<sup>1</sup> OJ L 226, 13.8.1987, p. 2.

- (6) The proposed amendments were presented to and discussed within the EU-EFTA Working Group on common transit and simplification of formalities in trade in goods. The text received preliminary approval.
- (7) The position of the Union concerning the proposed amendment should therefore be based on the attached draft Decision,

HAS ADOPTED THIS DECISION:

*Article 1*

The position to be adopted on behalf of the Union within the EU-EFTA Joint Committee on common transit shall be based on the draft Decision attached to this Decision.

Minor changes to the draft Decision may be agreed upon by the representatives of the Union in the EU-EFTA Joint Committee.

*Article 2*

After its adoption, the Decision of the EU-EFTA Joint Committee on common transit shall be published in the *Official Journal of the European Union*.

*Article 3*

This Decision shall enter into force on the day of its adoption.

Done at Brussels, ...

*For the Council*

*The President*

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DRAFT

**DECISION No .../2015  
OF THE EU-EFTA JOINT COMMITTEE ON COMMON TRANSIT**

**of...**

**amending the Convention of 20 May 1987  
on a common transit procedure**

THE EU-EFTA JOINT COMMITTEE,

Having regard to the Convention of 20 May 1987 on a common transit procedure<sup>1</sup> and in particular Article 15(3)(a) thereof,

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<sup>1</sup> OJ L 226, 13.8.1987, p. 2.

Whereas:

- (1) The Republic of Serbia expressed its wish to accede to the Convention of 20 May 1987 on a common transit procedure (the "Convention") and has been invited to do so following Decision No ..../2015 of .....2015 by the EU-EFTA Joint Committee established by the Convention.
- (2) Accordingly, the Serbian 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 should be linked to the date of accession of the Republic of Serbia 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 the Republic of Serbia, a transitional period should be established during which the printed forms, with some adaptations, could continue to be used.
- (5) The Convention should 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 Annex to this Decision.

*Article 2*

1. This Decision shall apply as of 1 December 2015.
2. The forms based on the specimen forms in Annexes C1, C2, C3, C4, C5, C6 to Appendix III as in force on 1 December 2015 may continue to be used, subject to the necessary geographical adaptations and the adaptations concerning the address for service or the authorised agent, until 1 May 2016.

Done in Brussels,

*For the Joint Committee*

*The President*

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## ANNEX

1. In Annex B1, in box 51 the following indent is added between Romania and Sweden:
  - RS Serbia
  
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 SL:
    - RS Ограничена важност
  
  - 2.2. In the second part of the table "Waiver – 99201" the following indent is added before SL:
    - RS Ослобођење
  
  - 2.3. In the third part of the table "Alternative proof – 99202" the following indent is added before SL:
    - RS Алтернативни доказ
  
  - 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 SL:
    - RS Разлике: царински орган којем је предата роба ..... (назив и земља)

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 SL:

- RS Излаз из ..... подлеже ограничењима или дажбинама на основу Уредбе/Директиве/Одлуке бр...

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

- RS Ослобођено од прописаног плана пута

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

- RS Овлашћени пошиљалац

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

- RS Ослобођено од потписа

2.9. In the ninth part of the table "COMPREHENSIVE GUARANTEE PROHIBITED – 99208" the following indent is added before SL:

- RS ЗАБРАЊЕНО ЗАЈЕДНИЧКО ОБЕЗБЕЂЕЊЕ

2.10. In the 10th part of the table "UNRESTRICTED USE – 99209" the following indent is added before SL:

– RS НЕОГРАНИЧЕНА УПОТРЕБА

2.11. In the 11th part of the table "Issued retroactively" – 99210" the following indent is added before SL:

– - RS Накнадно издато

2.12. In the 12th part of the table "Various – 99211" the following indent is added before SL:

– RS Разно

2.13. In the 13th part of the table "Bulk – 99212" the following indent is added before SL:

– RS Расуто

2.14. In the 14th part of the table "Consignor – 99213" the following indent is added before SL:

– RS Пошиљалац

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 undersigned<sup>1</sup> .....resident at<sup>2</sup> ..... 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, Ireland, the Hellenic Republic, the Kingdom of Spain, the French Republic, the Republic of Croatia, 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 the Republic of Iceland, the former Yugoslav Republic of Macedonia, the Kingdom of Norway, the Republic of Serbia,

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<sup>1</sup> Surname and forename, or name of firm.

<sup>2</sup> Full address.

the Swiss Confederation, the Republic of Turkey, the Principality of Andorra and the Republic of San Marino<sup>1</sup> any amount of principal, further liabilities, expenses and incidentals - but not fines - for which the principal<sup>2</sup> 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: .....

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<sup>1</sup> 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 Marion shall apply solely to Community transit operations.

<sup>2</sup> Surname and forename, or name of firm.

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 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 service<sup>1</sup> in each of the other countries referred to in paragraph 1 as:

Country	Surname and forename, 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)<sup>2</sup>

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<sup>1</sup> 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 acknowledgment 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 of his agents are situated shall have jurisdiction in disputes concerning this guarantee.

<sup>2</sup> 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 under transit declaration No..... of .....<sup>1</sup>

(Stamp and signature)

4. Annex C2 is replaced by the following text:

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<sup>1</sup> To be complete by the office of guarantee.



## ANNEX C2

### COMMON/COMMUNITY TRANSIT PROCEDURE

#### GUARANTEE DOCUMENT

##### INDIVIDUAL GUARANTEE IN THE FORM OF VOUCHERS

I. Undertaking by the guarantor

1. The undersigned<sup>1</sup> .....resident at<sup>2</sup> .....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, Ireland, the Hellenic Republic, the Kingdom of Spain, the French Republic, the Republic of Croatia, 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 the Republic of Iceland, the former Yugoslav Republic of Macedonia, the Kingdom of Norway, the Republic of Serbia, the Swiss Confederation, the Republic of Turkey, the Principality of Andorra and the Republic of San Marino<sup>3</sup>, 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.

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<sup>1</sup> Surname and forename, or name of firm.

<sup>2</sup> Full address.

<sup>3</sup> Only for Community transit operations.

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.

4. For the purpose of this undertaking the undersigned gives his or her address for service<sup>1</sup> 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)<sup>2</sup>

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<sup>1</sup> 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 acknowledgment 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 of his agents are situated shall have jurisdiction in disputes concerning this guarantee.

<sup>2</sup> The signature must be preceded by the following in the signatory's own handwriting: "Guarantee".

II. Acceptance by the office of guarantee

Office of guarantee

.....

Guarantor's undertaking accepted on

.....

.....

(Stamp and signature)

5. Annex C4 is replaced by the following text:

## ANNEX C4

### COMMON/COMMUNITY TRANSIT PROCEDURE

#### GUARANTEE DOCUMENT

#### COMPREHENSIVE GUARANTEE

I. Undertaking by the guarantor

1. The undersigned<sup>1</sup> .....resident at<sup>2</sup> .....hereby jointly and severally guarantees, at the office of guarantee of .....up to a maximum amount of.....being 100/50/30 %<sup>3</sup> 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, Ireland, the Hellenic Republic, the Kingdom of Spain, the French Republic, the Republic of Croatia, 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 the Republic of Iceland, the former Yugoslav Republic of Macedonia, the Kingdom of Norway, the Republic of Serbia, the Swiss Confederation, the Republic of Turkey,

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<sup>1</sup> Surname and forename, or name of firm.

<sup>2</sup> Full address.

<sup>3</sup> Delete what does not apply.

the Principality of Andorra and the Republic of San Marino<sup>1</sup>, any amount of principal, further liabilities, expenses and incidentals - but not fines – for which the principal<sup>2</sup> .....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.

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<sup>1</sup> 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 Marion shall apply solely to Community transit operations.

<sup>2</sup> Surname and forename, or name of firm.

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 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 service<sup>1</sup> 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)<sup>2</sup>

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<sup>1</sup> 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 acknowledgment 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 of his agents are situated shall have jurisdiction in disputes concerning this guarantee.

<sup>2</sup> 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 "Serbia" is inserted between the words "Norway" and "Switzerland".
7. In box 6 of Annex C6, the word "Serbia" is inserted between the words "Norway" and "Switzerland".

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