PROTOCOL NO. 5

TRANSPORT OF GOODS BY RAIL

Article 1: Application

Pursuant to Article 10.13 of the Central Corridor Transit Transport Facilitation Agency Agreement, the Corridor Member States agree to apply the provisions of this Protocol related to transport of goods by rail in transit and in interstate trade, which is an integral part of the Agreement.

Article 2: Content of the Protocol

This Protocol governs the use by the Corridor Member States of the railways in their territories.

Article 3: Definitions

For the purpose of this Protocol and in addition to the definitions included in Article 1 of the Central Corridor Transit Transport Facilitation Agency Agreement, the following expressions shall have the meanings hereby assigned to them:

"Border"; Means the point at which the lines of the Corridor Member States Railways meet the lines of the Railway, roads of waterways of the other Corridor Member States, and vice versa.

"Border station"; Means the railway station at the border.

"Connecting and transit services"; Means all railway activities required for the transfer of goods, coaches, wagons and vans, containers and loading devices from a rail carrier of one Corridor State to a rail carrier of the other Corridor Member States .

"Frontier connecting line"; Means the railway line which connects the State frontier and the interchange station.

"Frontier line"; Means the railway line which connects the State frontier and the border station.

"Frontier Section"; Means Section of the railway line which connects two border stations situated on both sides of a State frontier.

"Interchange Station"; Means rail ways station or rail wagon ferry terminal at which connecting and transit services are performed.

"Rail and Transit Traffic"; Means rail traffic proceeding between railway stations of one Corridor State to railway stations on the territory of another Corridor State.

SECTION I: OPERATIONAL ARRANGEMENTS

Article 4: Connecting and Transit Services

Connecting and transit services on railway lines connecting the territories of the Corridor Member state shall be performed at designated interchange stations.

Article 5: Establishment and operation of border and interchange stations

a. Connecting and transit services shall be operated by the rail carriers of Corridor Member States at the border and interchange stations specified in Annex I to Protocol 5;

b. At the border stations the rail carrier of the neighboring States shall hand over wagons, goods and documents to the rail carrier responsible for their onward movement;

c. At the interchange stations the rail carrier concerned shall hand over, as appropriate, wagons, goods and documents to the carriers responsible for their onward movement.

Article 6: Technical inspection of rolling stock

Each Corridor State shall hand over to the other all rolling stock destined for destination beyond the border, loaded or empty, in good and running order. Any technical inspection of these rolling stocks shall be in accordance with any relevant operational agreement between rail carriers of the Corridor Member States concerned.

Article 7: Inspection of Goods in rail transit or transfer traffic

Inspection of goods carried in transit or transfer by rail shall be conducted at the designated border and interchange stations by the relevant authorities of the States where the station is situated. Such inspection shall be conducted in a manner that ensures that wagons in transit or transfer are not unduly detained.

Article 8: Carriage of Dangerous Goods

Carriage of Dangerous Goods shall be governed by the provisions of Article 10.14 of the Central Corridor Transit Transport Agency Agreement and Protocol 10, on the Handling of Dangerous Goods.

Article 9: Removal of obstacles on frontier connecting lines

Where obstacles to traffic arise on a frontier connecting line, they shall be removed by the Corridor Member States in whose territory they are located. The rail carriers of the Corridor Member States shall, so far as they can and upon request, assist each other in removing obstacles to rail traffic in transit or engage in inter-state transport of goods, in particular by providing the necessary equipment, vehicles, materials and labour, against reimbursement for the actual cost of providing such assistance, in accordance with any relevant provision of any operational agreement between the rail carriers of the Corridor Member States concerned.

SECTION II: LIABILITY OF RAIL CARRIER

Article 10: Liability to third persons

Liability to third persons for damage occurring in transit, transfer or in inter-State transport shall rest with the rail carrier that causes the damage. If it has not been proved that such damage has been caused by a particular rail carrier, liability shall rest with the rail carrier of the Corridor Member State on whose territory the damage was detected.

Article 11: Assertion of claims

The assertion of claims between the rail carriers of the Corridor Member State shall be governed by the following principles:

a) Liability for damage caused by the fault of railway employees shall rest with the employing rail carrier;

b) Liability for damage resulting from the unsatisfactory condition of structures and installations used for purposes of rail traffic or to ensure the safety of such traffic shall rest with the rail carrier responsible for the maintenance and reconstruction of the structures and installations;

c) Liability for damage resulting from the unsatisfactory technical condition of rolling stock shall rest with the rail carrier which last accepted the rolling stock for technical handling;

d) Where damage was caused jointly by the rail carriers of both Corridor Member States or by employees of the said carriers, or where it is impossible to determine which carrier, or the employees of which carrier caused the damage or on whose territory the damage occurred, liability shall rest proportionately with the two carriers to the extent of the damage caused

Article 12: Application of liability provisions

Details relating to the provisions of Article 11, as well as the method of conducting inquiries to determine the cause and extent of damage shall be regulated by an agreement to be entered between the rail carriers of the Corridor Member States and Parties to this Protocol.

PROTOCOL NO. 6

TRANSPORT OF GOODS BY ROAD

Article 1: Application

a. Pursuant to Article 10.13 of the Central Corridor Transit Transport Facilitation Agency Agreement, the Corridor Member States agree to apply the provisions of this Protocol related to transport by road of goods in transit, which is an integral part of the Agreement, and which is divided into three separate parts;

b. The provisions of this Protocol shall not preclude the application of the provisions of the Protocol under any Regional or sub regional instruments which the Corridor Member States are a party to, have ratified or have otherwise formally approved.

Article 2: Content of the Protocol

The Corridor Member States agree to apply the provisions of this Protocol to those aspects of inter-state traffic and traffic in transit by road connected with regulations concerning inter-state traffic and road transit or transfer transport, the technical requirements of vehicles and transport contracts and the liability of road carriers.

Article 3: Definitions

For the purpose of this Protocol, and in addition to the definitions included in Article 1 of the Central Corridor Transit Transport Facilitation Agency Agreement, the following expressions shall have the meanings hereby assigned to them:

"Axle load"; Means weight transmitted on road by an axle bearing two or more pneumatic tyres ;

"Laden weight"; Means the actual weight of the vehicle as loaded, with crew and cargo on board;

"Permissible maximum weight"; Means the maximum weight of the laden vehicle, declared permissible by the competent authority of the State in which the vehicle is registered;

"Unladen weight"; Means the weight of the vehicle without crew, passengers or load, but with full supply of fuel and with the tools which the vehicle normally carries.

SECTION 1: REGULATIONS CONCERNING ROAD TRANSPORT

Article 4: Compliance with National law

The Corridor Member States agree that goods or vehicles engaged in inter-state traffic , transfer or in transit operations shall comply with the national laws and regulations of the Corridor Member State on whose territory the operation is being carried out.

Article 5: Mutual Recognition of Transit Goods Licenses

a. The Corridor Member States hereby grant to each other mutual recognition of road transport licenses for the transit of goods issued by their respective transport licensing authorities;

b. A vehicle bearing a valid transit goods license for the transit of goods issued by the Transport Licensing Authority of any of the Corridor Member State shall have the right of entry into the territory of any of the other Corridor Member State while it is engaged in inter-state transport or in transit traffic of goods by road.

Article 6: Competent authorities

Each Member State shall put in place a competent authority which shall issue transit goods licenses for the transport of transit goods. Other Corridor Member States shall be informed of the existence of these designated authorities through the Secretariat of the Central Corridor Transit Transport Facilitation Agency.

Article 7: Contents of the form of Transit Goods Truck Road License

Transit goods Licenses shall include the following particulars:

i. registration number of the vehicle;

ii. name and address of the registered owner;

iii. date of expiry of the License ;

iv. Engine and chassis number;

v. Description of the vehicle;

vi. Colour of the vehicle.

Article 8: Priority to certain consignments

The Corridor Member States agree, as far as possible, to grant priority to consignments of live animals, of perishable goods and of other urgently needed goods for which rapid transport is essential.

Article 9: Carriage of dangerous goods and of perishable goods

a. Carriage of dangerous goods shall be governed by the provisions in Article 10.14 of the Central Corridor Transit Transport Facilitation Agency Agreement and in Protocol 10 on the handling of handling dangerous goods.

b. Carriage of perishable goods shall be governed by the provisions in Article 10 of the Central Corridor Transit Transport Facilitation Agency Agreement.

Article 10: Infringements

In the event of any infringement in the territory of one of the Corridor Member States of the provisions of this Protocol related to regulations concerning inter-State or transit transport by road, the competent authority of that Corridor Member State, shall, take appropriate measures under its national laws and regulations and notify the competent authority of another Corridor Member State in which the vehicle is registered of the measures taken.

Article 11: Further simplification efforts

Corridor Member States agree to pursue efforts towards gradually eliminating regulations, procedure and documents which affect interstate and transit transport by road.

SECTION II: TECHNICAL REQUIREMENTS FOR ROAD VEHICLES

Article 12: Acceptance of vehicles

The Corridor Member States shall admit vehicles which fulfill the technical requirements applied in the territories of other Corridor Member States where the vehicles are registered and which carries a Certificate of Fitness, or corresponding document, issued by the competent certifying body in the country of registration.

Article 13: Adaptation of vehicles for Customs transit

Vehicles intended to be used for international carriage of goods by road under this Protocol shall be constructed so as to meet the specified requirements for carriage under Customs transit in accordance with Article 11 of the Customs Control and Operations.

Article 14: Maximum axle load and gross vehicle weights

a. The maximum permissible axle loads, applicable to axles with four-wheel per axle, shall be those specified and agreed by any Regional and sub-regional groups to which any Member of the Corridor Member States has ratified, but in any case shall not exceed:

i.	-	for steering axle:	8 tonnes;
ii.	-	for single axles:	10 tonnes;
iii.	-	for tandem axles:	16 tonnes;
iv.	-	for triple axles:	24 tonnes;

b. The total Gross Vehicle Weight of any vehicle shall in no case exceed 56 tonnes;

c. The maximum number of axles for carriage of goods in transit shall not exceed seven axles.

Article 15: Maximum Dimensions of Vehicles

The dimensions of motor vehicles and trailer including when laden used for the carriage of goods in transit shall not exceed:

i. Over all widths: 2.6m;

ii. Over all height 4.6m from the road surface;

iii. Overall length of rigid vehicle 12.5m;

iv. Overall length of articulated vehicles 17.0m;

v. Overall length of any combination of vehicles 22.0m.

Article 16: Implementation

The Corridor Member States agree that the implementation of rules regarding the weights, dimensions and other technical standards of vehicles stipulated in this Protocol shall not preclude the application of rules resulting from the provisions of positions agreed by a Corridor State Member in a regional or sub regional position it has ratified.

The foregoing, notwithstanding the Corridor Member States commit themselves to the implementation of this Protocol to the fullest extent possible in accordance with the the provisions of Articles 14 and 15 of this Protocol

SECTION III: TRANSPORT CONTRACT AND LIABILITY OF ROAD CARRIERS

Article 17: Declaration

The Corridor Member States, having recognized the desirability of standardizing the conditions governing the contract for the international carriage of goods by road, particularly with respect to the documents used for such carriage and to the carriers' liability, agree that the provisions mentioned herein below and related to inter-state and traffic in transit by road shall apply on their respective territories.

Article 18: Conclusion of the contract of carriage

a. The contract of carriage shall be confirmed by the making out of a Consignment Note;

b. The Consignment note shall be made out in three or more original copies signed by the sender or his agent and by the carrier. These signatures may be printed or replaced by the stamps of the sender and the carrier if the law of the country in which the Consignment note has been made out so permits. The first copy shall be handed to the sender, the second shall accompany the goods and the third shall be retained by the carrier and the rest as required;

c. When the goods which are to be carried have to be loaded in different vehicles, or are of different kinds or are divided into different lots, the sender or the carrier shall have the right to require a separate Consignment note to be made out for each vehicle used, or for each kind or lot of goods.

Article 19: Provisions of the Consignment Note

a. The Consignment Note shall contain the following particulars:

   i. The date of the Consignment note and the place at which it is made out;

   ii. The name and address of the sender;

   iii. The name and address of the carrier;

   iv. The place and the date of taking over of the goods and the place designated for delivery;

v. The name and address of the consignee;

vi. The description in common use of the nature of the goods and the method of packing, and, in the case of dangerous goods, their generally recognized description;

vii. The number of packages and their special marks and numbers;

viii. The gross weight of the goods or their quantity otherwise expressed;

ix. Charges relating to the carriage (carriage charges, supplementary charges, Customs duties and other charges incurred from the making of the contract to the time of delivery);

x. The requisite instructions for Customs and other formalities;

xi. A statement that the carriage is subject notwithstanding any clause to the contrary, to the provisions of this Protocol.

b. Where applicable, the Consignment note shall also contain the following particulars:

i. A statement that transshipment is not allowed;

ii. The charges which the sender undertakes to pay;

iii. The amount of "cash on delivery" charges;

iv. A declaration of the value of the goods and the amount representing special interest in delivery;

v. The sender's instructions to the carrier regarding insurance of the goods;

vi. The agreed time-limit within which the carriage is to be carried out;

vii. A list of the documents handed to the carrier.

c. The Parties may enter in the Consignment note any other particulars which they may deem useful.

Article 20: Liability of the Sender

a. The sender shall be responsible for all expenses, loss and damage sustained by the carrier by reason of the inaccuracy or inadequacy of any of the particulars or instructions given by him to enable the Consignment note to be made out or for the purpose of their being entered herein;

b. If, at the request of the sender, the carrier enters in the Consignment note the particulars referred to in paragraph (a) above, he shall be deemed, unless the contrary is proved, to have done so on behalf of the sender;

c. If the Consignment note does not contain the statement specified in Article 19 a) (xi) above, the carrier shall be liable for all expenses, loss and damage sustained through such omission by the person entitled to dispose of the goods.

Article 21: Liability of the carrier

The carrier shall be liable for the total or partial loss of the goods and for damage thereto occurring between the time when he takes over the goods and the time of delivery, as well as for any delay in delivery.

Article 22: Discharge of carrier's liability

a. The carrier shall however be relieved of liability if the loss, damage or delay was caused by the wrongful act or neglect of the claimant, by the instructions of the claimant given otherwise than as the result of a wrongful act or neglect on the part of the carrier, by inherent vice of the goods or through circumstances which the carrier could not avoid the consequences of which he was unable to prevent;

b. The carrier shall not be relieved of liability by reason of the defective condition of the vehicle used by him in order to perform the carriage, or by reason of the wrongful act or neglect of the person from whom he may have hired the vehicle or of the agents or servants of the latter;

c. The carrier shall be relieved of the liability when the loss or damage arises from the special risks inherent in one or more of the following circumstances:

i. Use of open un sheeted vehicles, when their use has been expressly agreed and specified in the Consignment note;

ii. The lack of, or defective condition of packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;

iii. Handling, loading stowage or unloading of the goods by the sender, the consignee or persons acting on behalf of the sender or the consignee;

iv. The nature of certain kind of goods which particularly exposes them to total or partial loss or damage, especially through breakage, rust, decay, desiccation, leakage, normal wastage, or the action of moth or vermin;

v. Insufficiency or inadequacy of marks or numbers of the packages;

vi. The carriage of livestock;

d. Where under this Article the carrier is not under any liability in respect of some of the factors causing the loss, damage, or delay, he shall only be liable to the extent that those factors for which he is liable under this Article have contributed to the loss, damage or delay.

Article 23: Burden of proof

a. The burden of proof concerning loss, damage or delay shall rest upon the carrier;

b. When the carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the special risk referred to in Article 22, paragraph (c), it shall be presumed that it was so caused. The claimant shall however be entitled to prove that the loss or damage was not, in fact, attributable either wholly or partly to one of these risks;

c. This presumption shall not apply in the circumstances set out in Article 22, paragraph c (i), if there has been an abnormal shortage, or a loss of any package;

d. If the carriage is performed in vehicles specially equipped to protect the goods from the effects of heat, cold, variations in temperature or the humidity of the air, the carrier shall not be entitled to claim the benefit of Article 22, paragraph c (iv), unless he proves that all steps incumbent on him in the circumstances with respect to the choice, maintenance and use of such equipment were taken and that he complied with any special instructions issued to him.

e. The carrier shall not be entitled to claim the benefit of Article 22, paragraph c (vi), unless he proves that all steps normally incumbent on him in the circumstances were taken and that he complied with any special instructions issued to him.

Article 24: Liability in case of delay in delivery

a. Delay in delivery shall be said to occur when the goods have not been delivered within the agreed time-limit or when, failing an agreed time-limit, the actual duration of the carriage having regard to the circumstances of the case, and in particular, in the case of partial loads, the time required for making up a completed load in the normal way, exceeds the time it would be reasonable to allow a diligent carrier;

b. The fact that goods have not been delivered within thirty days following the expiry of the agreed time-limit, shall be conclusive evidence of the loss of the goods, and the person entitled to make a claim may thereupon treat them as lost.

c. The person so entitled may, on receipt of compensation for the missing goods, request in writing that he shall be notified immediately should the goods be recovered in the course of compensation. He shall be given a written acknowledgement of such request;

d. Within the thirty days following receipt of such notification, the person entitled as aforesaid may require the goods to be delivered to him against payment of the charges shown to be due on the consignment note and also against refund of the compensation he received less any charges included therein but without prejudice to any claims to compensation for delay in delivery;

e. In the absence of the request mentioned in paragraph c above, or any instructions given within the period of thirty days specified in paragraph d, or if the goods are not recovered until more than one year after the payment of compensation, the carrier shall be entitled to deal with them in accordance with the law of the place where the goods are situated.

Article 25: Compensation in case of loss or delay in delivery

a. When, under the provisions of this Protocol, a carrier is liable for compensation in respect of total or partial loss of goods, such compensation shall be calculated by reference to the value of the goods at the place and time at which they were accepted for carriage;

b. The value of the goods shall be fixed according to the commodity exchange price or, if there is no such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to the cost +insurance + freight (c.i.f) value;

c. In addition, the carriage charges, Customs duties and other charges incurred in respect of the carriage of goods shall be refunded in full in case of total loss and in proportion to the loss sustained in case of partial loss, but no further damages shall be payable;

d. In the case of delay, if the claimant proves that damages have resulted there from the carrier shall pay compensation for such damage not exceeding the carriage charges;

e. Higher compensation may only be claimed where the value of the goods or a special interest in delivery has been declared in accordance with Article 27 and 28, of this Protocol.

Article 26: Liability in case of damage to the goods

In case of damage, the carrier shall be liable for the amount by which the goods have diminished in value, calculated by reference to the value of the goods fixed in accordance with Article 25, paragraphs a, b and d. The compensation may not, however, exceed:

i. If the whole consignment has been damaged, the amount payable in case of total loss;
ii. If part only of the consignment has been damaged, the amount payable in the case of loss of the part affected.

Article 27: Rate of interest in delivery in the case of damage

a. The sender may, against payment of a surcharge to be agreed upon, fix the amount of a special interest in delivery in the case of loss or damage or of the agreed time-limit being exceeded, by entering such amount in the Consignment Note;

b. If a declaration of a special interest in delivery has been made, compensation for the additional loss or damage proved may be claimed up to the total amount of the interest declared, independently of the compensation provided for in Article 26 and 28 of this Protocol.

Article 28: Interest Rate on compensation

a. The claimant shall be entitled to claim interest on compensation payable. Such interest shall accrue from the date on which the claim was sent in writing to the carrier or, if no such claim has been made, from the date on which legal proceedings were instituted;

b. When the amounts on which the calculation of the compensation is based are not expressed in the currency of the country in which payment is claimed, conversion shall be at the rate of exchange applicable on the day and at the place of payment of compensation.

PROTOCOL NO. 7

INLAND WATERWAYS TRANSPORT OF GOODS

Article 1: Application

Pursuant to Article 10 of the Central Corridor Transit Transport Facilitation Agency Agreement, the Corridor Member States agree to apply the provisions of this Protocol related to inland waterways transport of goods, which is an integral part of the Agreement.

Article 2: Contents of the Protocol

The Corridor Member States agree to apply the provisions of this protocol relating to the transport and transit of goods in inland waterways in transportation of goods in their territories.

Article 3: Definitions

For the purpose of this Protocol and in addition to the definitions included in Article 1 of the Central Corridor Transit Transport Facilitation Agency Agreement, Waterways means a lake, a river or a canal which is navigable for the transport of persons and goods.

Article 4: Navigable waters

For the application of this Protocol, the Corridor Member States agree that there are declared to be navigable all parts of a natural or artificial waterway, including lakes, which are naturally navigable which separate or traverse different States, and permits its use for international traffic.

Article 5: Equal treatment

a. In navigating the waterways referred Article 4 to this Protocol, property and flags of the Corridor Member States shall be accorded equal treatment;

b. The Corridor Member States agree that there shall be no exclusive right of navigation for the transport of persons, goods and means of transport for the Corridor Member States exercising sovereignty or authority on part or on the whole of the waterways;

c. The Corridor Member States agree that no exclusive right of navigation and carriage of inter-state or transit traffic shall be granted to a carrier, whether private or government-owned or government controlled;

d. The provisions of subparagraphs a, b and c of this Article, do not preclude the right and duty of the Corridor Member States exercising sovereignty on the waterways, to take the necessary measures supported by the necessary laws and regulations regarding public order, public security, public safety, public health and other related matters under their jurisdiction.

Article 6: Ports

a. The property and vessels flying flags of any of the Corridor Member States shall, in all ports situated in a navigable waterway, enjoy and charges, treatment equal to that accorded to the national property and flag of the Corridor Member States under whose jurisdiction the port is situated;

b. The equipment of ports situated on a navigable waterway, and the facilities afforded in these ports for navigation and transport, shall not be withheld from public use unless it is not compatible with the free exercise of navigation and transport.

Article 7: Duties of Corridor Member States

a. The Corridor Member States agree that each Corridor Member State is bound to refrain from all measures likely to prejudice the navigability of the waterway, or to reduce the facilities for navigation, and, to take expeditiously steps to remove any obstacles which may occur to navigation and transport;

b. If such navigation and the needs of transport require regular maintenance of the waterway, each of the Corridor Member States is bound as towards the others, to take such steps and to execute such works on its territory as are necessary for the purpose of keeping such waterways navigable;

c. The Corridor Member States agree to collaborate on matters related to security, search and rescue on water ways.

Article 8: Navigation Dues

The Corridor Member States agree to put in place competent authorities which shall levy dues on waterways. The dues so levied shall be solely utilized to cover the costs of maintaining and improving the navigability of such waterways or to meet expenditure made in the interest of navigation.

Article 9: Boats and other craft

a. The Corridor Member States undertake to ensure that vessels used on their inland waterways for interstate and transit transport are manned by qualified and competent masters and crew in accordance with applicable national or international regulations;

b. The Corridor Member States undertake to institute Port State Control, annual surveys and inspection of craft and other vessels involved in inland waterway navigation with a view to ascertain their condition and assessing what needs to be done to improve their condition to make them seaworthy.

PROTOCOL NO. 8

TRANSPORT BY PIPELINE

Article 1: Application

Pursuant to Article 10 of the Central Corridor Transit Transport Agency Agreement the Corridor Member States agree to apply the provisions of this Protocol, which is an integral part of the Agreement, related to transport of petroleum and gas products through the pipeline passing through their territories.

Article 2: Content of the Protocol

The Corridor Member States agree to apply the provisions of this Protocol in the pipeline transport.

Article 3: Definitions

For the purposes of this Protocol, and in addition to the definitions included in Article 1 of the Central Corridor Transit Transport Facilitation Agency Agreement, the following expressions shall have the meanings hereby assigned to them:

"Delivery and Redelivery Point": Means the geographical location where the metering station is installed and or metering is effectuated for measuring the quantity and quality of the Petroleum Product to comply with custody and or title transfers at the inlet and outlet flanges of the Petroleum Product Transport Facilities.

"Petroleum Product Transport Facility": Means a pipeline system in its entirety or sections thereof, whether already existing or to be constructed owned, acquired, operated or disposed of for the transportation of petroleum products.

"Petroleum or gas": Means the naturally occurring mineral oil or gas consisting essentially of many types of hydrocarbons.

"Petroleum Product": Means a hydrocarbon product substantially derived from petroleum and conforming to established industry quality specifications.

"Corridor Member States Oil or Gas Product Pipeline": Means Petroleum Product Transport Facilities, related appurtenances and all below and above ground installations and auxiliary equipment, together with all associated loading, unloading, pumping, compressing, measuring, testing and metering facilities, communications, telemetry and similar equipment, all pig launching and receiving facilities, cathodic protection devices and equipment, all monitoring posts, markers and sacrificial anodes, all port, terminal ling, storage and related installations, all marine jetties and similar facilities, and all associated physical assets and appurtenances (including roads and other means of access and operational support) required from time to time for the proper functioning of Petroleum Product Transport Facilities comprising an integrated system, inter alia, traversing, for the time being, the territories of Corridor Member States and which is suitable for the Transportation of Oil Product.

"Corridor Member States Oil Product Pipeline Trajectory": Means the path via which Petroleum Product is transported in the Corridor Member States Oil Product Pipeline.

"Pipeline": Means, for the time being, the Corridor Member States Oil Product Pipeline which is to be constructed as a joint venture between Corridor Member States and any future extension thereof.

"Shipper": Means any such party that has an arrangement for Petroleum Product transportation services through Corridor Member States Oil Product Pipeline system and each and any of its respective successors and assignees in respect of such rights.

"Transportation Agreement": Means any Agreement concluded between Corridor Member States and their customers with the aim and objective of Transportation of Oil Product through the Petroleum Product Transport Facilities.

"Transportation Loss" Means a loss (save losses for which the Project Investor is reimbursed from any insurances and compensated for by third party owners and/or operators of the Petroleum Product Transport Facilities) incurred during the Transportation of Petroleum Product between any Delivery Point and Redelivery Point of Petroleum Product Transport Facilities that is measured to be in excess of the agreed loss allowance for the Corridor Member States Oil Product Pipeline.

Article 4: Obligations to ensure uninterrupted flow and to remove causes of delay

a. The Corridor Member States through whose territories the oil pipeline traverses agree that they shall put in place mechanisms which facilitate uninterrupted flow of petroleum products through the pipeline.

b. The Corridor Member States agree that they shall put in place measures which shall prevent the interruption or the curtailment of the secure, efficient and unimpeded transport of oil through the pipeline, or delays due to procedures and other administrative measures.

Article 5: Title

Each Corridor Member State through whose territories the oil pipeline traverses acknowledges and agrees that title to all petroleum product flowing through the pipeline shall remain vested in the shipper in accordance with their commercial agreements, and the Corridor Member States shall not claim nor allow others to claim on its behalf title to the petroleum products flowing through the Pipeline.

Article 6: Personnel

a. The Corridor Member States agree that they shall put in place machinery for the safety and security of all personnel within their territory associated with the pipeline and all petroleum products flowing within its territory;

b. The Corridor Member States agree that, subject to the enforcement of applicable immigration, customs, criminal and other laws, ensure the right of access and free movement to and from its territory and the Pipeline for the personnel employed on the operation and maintenance of the Pipeline.

Article 7: Monitoring and Inspection

a. In order to ensure compliance by the owners, operators or other person or company involved in pipeline operations, with internationally acceptable health, environment and safety standards and related national laws and regulations, the Corridor Member States agree to consult and to take all necessary steps to ensure compliance including the designation and appointment of inspectors whose powers in relation to the parts of the Pipeline located in the territories of the other Parties shall be as laid down in this Protocol;

b. The Corridor Member States agree to provide access for inspectors, including access to the inspectors of another Party, to the Pipeline and to provide all relevant information affecting the interest of another Member State regarding the Pipeline on mutually acceptable terms and conditions.

c. The inspectors of each Corridor Member State shall act in cooperation and consult with the inspectors of the other Corridor Member States with a view to achieving uniform compliance with the health, environment and safety standards as agreed for the Pipeline. An inspector of one Corridor Member State, may, with regard to the part of the Pipeline located in the territory of any other Corridor Member State, request an inspector of the other Corridor Member State to exercise his or her powers to ensure compliance, whenever it appears that circumstances so warrant;

d. In the event of any disagreement between the inspectors of the Corridor Member States or the refusal of the inspector of one Corridor Member States to take action at the request of the inspector of one of the other Corridor Member States, the matter shall, in the first instance, be dealt with in accordance with the conflict avoidance and dispute resolution mechanisms set out in the Agreement for the construction and operation of the Pipeline between the Corridor Member States.

Article 8: Insurance and Liability.

a. The Corridor Member States shall ensure that there is in place a comprehensive regime for liability including but not limited to environmental liability, contract liability and liability to third Parties and for adequate and prompt compensation for damage resulting from activities related to the Pipeline.

b. Each Corridor Member State shall ensure that there is in place duly certified insurances adequate for the risks associated with the activities related of the Pipeline within its territory.

PROTOCOL NO. 9

MULTIMODAL TRANSPORT OF GOODS

Article 1: Application

a. Pursuant to Article 10 of the Central Corridor Transit Transport Facilitation Agency Agreement, the Corridor Member States agree to apply the provisions of this Protocol related to Multimodal Transport of goods, which is an integral part of the Agreement, and which is divided into three separate parts;

b. The Corridor Member States agree that when a Multimodal Contract has been concluded in one of their countries for goods to be taken charge of in one of these countries, application of the provisions of this Protocol shall be mandatory;

c. The provisions of this Protocol shall not preclude the application of the provisions of any Regional or sub regional grouping to which the Corridor Member States are a party or which they have ratified or otherwise formally approved;

d. The Corridor Member States agree that the provisions of this Protocol shall not preclude the application of the provisions of any international Multimodal Transport Contract concluded in a country other than one of the Corridor Member States;

e. Nothing in this Protocol will affect the right of a consignor to choose between multimodal transport and fragmented transport;

f. This Protocol shall not affect the application of any international convention or National law on regulation and control of transport operations;

g. Nothing in this Protocol shall prevent the application of provisions in the Multimodal Transport Contract or of national law regarding the adjustment of general average, if and to the extent applicable.

Article 2: Content of the Protocol

The Corridor Member States agree to apply the provisions of this protocol on the use of multimodal transport of goods within their territories and in transit on their territories.

Article 3: Definitions

For the purpose of this Protocol the following expressions shall have the meanings hereby assigned to them.

"International Multimodal Transport": Means the carriage of goods by at least two different modes of transport on the basis of a multimodal transport contract from one place in a Corridor Member State where the goods are taken charge of to a place in another Corridor Member State designated for delivery;

"Multimodal Transport Contract": Means a contract under which a multimodal transport operator undertakes under payment of freight, to perform or to procure the performance of multimodal transport;

"Multimodal transport operator": Means a person who on his own behalf or through another person acting on his behalf concludes a multimodal transport contract and who acts as a principal, not as an agent or on behalf of the consignors or of the carriers participating in the international Multimodal Transport Operation, and who assumes responsibility for the performance of the Contract'

"Multimodal Transport Document": Means a document giving evidence of a multimodal transport contract, of the taking of charge of goods to be transported, of the particulars of these goods and of the commitment to deliver them in accordance with the provisions of the Contract;

"Consignor": Means any person by whom or in whose name or on whose behalf a Multimodal Transport Contract has been concluded with the Multimodal Transport Operator, or any person by whom or in whose name or on whose behalf the goods are actually delivered to the multimodal transport operator in relation to the Multimodal Transport Contract;

"Consignee": Means any person entitled to take delivery of the goods;

"**Goods**": Means all personal chattels and includes wares, ores, livestock, merchandise, crops, currencies and other articles offered for transportation.

"**Mandatory National law**": Means any statutory law concerning the carriage of goods, the provisions of which cannot be altered by contractual stipulation to the detriment of either Parties;

"**Delivery**": Means the handing over of the goods to the consignee, or the placing of the goods at the disposal of the consignee in accordance with the Multimodal Contract or with the law or usage of the particular trade applicable at the place of delivery, or the handing over of the goods to an authority or to a third party to whom, pursuant to the laws or regulations applicable at the place of delivery, the goods must be handed over.

Article 4: Contractual stipulations

a. When recourse to the rules set in this Protocol is mandatory, any stipulation in a Multimodal Transport Contract or a Multimodal Transport Document shall be null and void to the extent that it derogates, directly or indirectly, from the provisions of this Protocol;

b. The nullity of such a stipulation shall not affect the validity of other provisions of the contract or document of which it forms a part;

c. A clause assigning benefit of insurance of the goods in favour of the Multimodal Transport Operator or any similar clause shall be null and void;

d. Notwithstanding the provisions of paragraph a. of this article, the multimodal transport operator may, with the Agreement of the consignor, increase his responsibilities and obligations under this Protocol.

SECTION I – DOCUMENTATION

Article 5: Issuance of Multimodal Transport Document

a. The Multimodal Transport Operator, when taking charge of the goods for multimodal transport, shall issue a Multimodal Transport Document which, at the option of the consignor, shall be either negotiable or non-negotiable;

b. The Multimodal Transport Operator or its authorized representative shall sign the Multimodal Transport Document;

c. The signature on the Multimodal Transport Document may be in handwriting, printed in facsimile, perforated, stamped, in symbols, or made by any other mechanical or electronic means, if not inconsistent with the law of the Corridor Member State where the Multimodal Transport Document is issued;

d. If the consignor so agrees, a non-negotiable Multimodal Transport Document may be issued by making use of any mechanical, electronic, internet, or other means preserving a record of the particulars stated in Article 7 to be contained in the Multimodal Transport Document. In such a case the Multimodal Transport Operator, after having taken charge of the goods, shall deliver to the consignor a readable document containing all the particulars so recorded, and such document shall for the purposes of the provisions of this Protocol be deemed to be a Multimodal Transport Document.

Article 6: Negotiable Multimodal Transport Document

a. A negotiable Multimodal Transport Document shall be made out to order or to bearer. If made out to order it shall be transferable by endorsement. If made out to bearer it shall be transferable without endorsement;

b. If the document comprises a set of more than one original it shall indicate the number of originals in the set. Any copy issued shall be non negotiable and marked as such;

c. Goods shall be delivered only against surrender of the original or one of the originals of the negotiable Multimodal Transport Document duly endorsed where necessary and such delivery made in good faith shall discharge the Multimodal Transport Operator.

Article 7:- Non-Negotiable Multimodal Transport

Any non-negotiable multimodal transport document shall indicate a named consignee to whom the goods shall be delivered against discharge of the multimodal transport operator. The multimodal transport document shall contain the following particulars:

(a) The general nature of the goods;

(b) The leading marks necessary for identification of the goods;

(c) An express statement, if applicable, as to the dangerous character of the goods;

(d) The number of packages or pieces;

(e) The gross weight of the goods or their quantity otherwise expressed;

(f) The apparent condition of the goods;

(g) The name and principal place of business of the multimodal transport operator;

(h) The name of the consignor;

(i) The consignee, if named by the consignor;

(j) The place and date of taking charge of the goods by the multimodal transport operator;

(k) The place of delivery of the goods;

(l) The date or the period of delivery of the goods at the place of delivery, if expressly agreed upon between the Parties;

(m) A statement indicating whether the multimodal transport document is negotiable or non-negotiable;

(n) The place and date of issue of the multimodal transport document;

(o) The signature of the multimodal transport operator or of a person having authority from him;

(p) The freight for each mode of transport, if expressly agreed between the Parties, or the freight including its currency, to the extent payable by the Consignee or other indication that freight is payable by him;

(q) The intended journey route, modes of transport and places of transshipment, if known at the time of issuance of the Multimodal Transport Document;

(r) Any other particulars which the Corridor Member States may agree to insert in the Multimodal Transport Document, if not inconsistent with the law of the Corridor Member State where the Multimodal Transport Document is issued.

The absence from the Multimodal Transport Document of one or more of the particulars enumerated above shall not affect the legal character of the document as a Multimodal Transport Document provided that, it nevertheless meets the requirements set out in it's definition in Article 1 of this Protocol.

Article 8: Reservations in the Multimodal Transport Document

The Multimodal Transport Operator, who has knowledge of inaccuracies or has doubts on the accuracy of the particulars notified to him when taking charge of the goods and has no means of verification or confirmation, may with the acknowledgement of the Consignee insert in the Multimodal Transport Document reservations specifying these inaccuracies, grounds of doubts and suspicion or the absence of reasonable means of checking.

Article 9: Evidentiary effect of the Multimodal Transport Document

Except for particulars in respect of which and to the extent to which a reservation has been entered in accordance with the provisions of article 8 above:

(a) The Multimodal Transport Document shall be prima facie evidence of the taking charge by the Multimodal Transport Operator of the goods as described therein; and

(b) Proof to the contrary by the Multimodal Transport Operator shall not be admissible if the Multimodal Transport Document, issued as negotiable, has been transferred to a third party, including a consignee, who has acted in good faith in reliance on the description of the goods therein.

Article 10: Liability for intentional mis-statements or omissions

The Multimodal Transport Operator who, with intent to defraud, gives in the Multimodal Transport Document false information concerning the goods or omits any particular information required or necessary to be included under the provisions of this Protocol or of any other valid instrument or under the rules of professional practice and usage, shall be liable, without the benefit of the limitation of liability provided for in this Protocol, for any loss, damage or expenses incurred by a third party, including a consignee, who acted in reliance on the description of the goods in the Multimodal Transport Document.

Article 11: Guarantee by the Consignor

a. The Consignor shall be deemed to have guaranteed to the Multimodal Transport Operator the accuracy, at the time the goods were taken charge of by the Multimodal Transport Operator, of particulars relating to the general nature of the goods, their marks, number, weight and quantity, if applicable, their dangerous nature, and any other necessary information furnished by him for insertion in the Multimodal Transport Document.

b. The Consignor shall indemnify the Multimodal Transport Operator who has relied on information furnished against loss resulting from inaccuracies in or inadequacies of the particulars referred to in paragraph a of this article. The consignor shall remain liable even if the Multimodal Transport Document has been transferred to him. The right of the Multimodal Transport Operator to such indemnity shall in no way limit his liability under the Multimodal Transport Contract to any person other than the Consignor.

Article 12: Other Documents

The issue of the Multimodal Transport Document does not preclude the issue, if necessary, of other documents relating to transport or other services involved in International Multimodal Transport, in accordance with applicable international conventions or national law. However, the issue of such other documents shall not affect the legal character of the Multimodal Transport Document.

SECTION II: LIABILITY

Article 13: Period of Responsibility

Under this Protocol, the Multimodal Transport Operator is responsible for the goods from the time he has taken them in his charge to the time of their delivery.

Article 14: The liability of the Multimodal Transport Operator for his servants, agents and other persons

The Multimodal Transport Operator shall be responsible for the acts and omissions of his servants or agents, when any such servant or agent acts within the scope of his employment, or of any other person of whose services he makes use for the performance of the Multimodal Transport Contract, as if such acts and omissions were his own.

Article 15:- Delivery of Goods to the Consignee

The Multimodal Transport Operator undertakes to perform or to procure the performance of all acts necessary to ensure delivery of the goods:

a. when the Multimodal Transport Document has been issued as negotiable "to bearer", to the person surrendering one original of the document; or

b. when the Multimodal Transport Document has been issued as negotiable "to order", to the person surrendering one original of the document duly endorsed; or

c. when the Multimodal Transport Document has been issued as negotiable to a named person, to that person upon proof of his identity and surrender one of the original document; if such document has been transferred "to order" or in blank the provisions of b) above apply; or

d. when the Multimodal Transport Document has been issued as non-negotiable, to the person named as Consignee in the document upon proof of his identity; or

e. when no document has been issued, to a person as instructed by the Consignor or by a person who has acquired the Consignor or the Consignee's rights under the Multimodal Transport Contract to give such instructions.

Article 16: Basis of liability

a. Subject to the defenses set forth in this Protocol, the Multimodal Transport Operator shall be liable for loss or damage to the goods, as well as for delay in delivery, if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge, unless the Multimodal Transport Operator proves that no fault or neglect of his own, his servants or agents or any other person acting on his behalf has caused or contributed to the loss, damage or delay in delivery and that himself, his servants, agents and /or persons referred to above took all measures that could reasonably be required to avoid the occurrence of the loss or damage and its consequences;

b. However, the Multimodal Transport Operator shall not be liable for loss following from delay in delivery unless the consignor has made a declaration of interest in timely delivery which has been accepted by the multimodal transport operator.

Article 17: Delay in delivery

Delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or, in the absence of such an agreement, within the time which it would be reasonable to require of a diligent Multimodal Transport Operator, having regard to the circumstances of the case.

Article 18: Conversion of delay into final loss

If the goods have not been delivered within 90 consecutive days following the date of delivery, the claimant may, in the absence of evidence to the contrary, treat the goods as lost.

Article 19: Defenses for carriage by sea or inland waterways

Notwithstanding the provisions of articles 14 and 16 above, the Multimodal Transport Operator shall not be responsible for loss, damage or delay in delivery with respect to goods where such loss is occasioned through conditions of force majeure.

Article 20: Concurrent causes

Where fault or neglect on the part of the Multimodal Transport Operator, his servants or agents or any other person for whose acts he is responsible combines with another cause to produce loss, damage or delay in delivery, the Multimodal Transport Operator shall be liable only to the extent that the loss, damage or delay in delivery is attributable to such fault or neglect, provided that the Multimodal Transport Operator shall not be liable for that part of the loss, damage or damage which he can proves not attributable thereto.

Article 21: Assessment of Compensation

a. Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with the Multimodal Transport Contract, they should have been so delivered;

b. The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or current market price, by reference to the normal value of goods of the same kind or quality.

Article 22:- Limitation of liability of the Multimodal Transport Operator

a. The liability of the Multimodal Transport Operator shall be limited to the value of the goods declared by the consignor at the time of taking charge of the goods and such value inserted in the Multimodal Transport Document;

b. Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the Multimodal Transport Document as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such articles of transport shall be considered the package or unit;

c. When the loss or damage to the goods occur during one particular stage of the multimodal transport, in respect of which an applicable International Convention or Mandatory National Law would have provided another limit of liability, if a separate contract of carriage has been made for that particular stage of transport, then the limit of the liability of the Multimodal Transport Operator for such loss of damage shall be determined by reference to the provisions of such convention or mandatory national law;

d. If the Multimodal Transport Operator is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the goods, the liability of the Multimodal Transport Operator shall be limited to an amount not exceeding the equivalent of the freight under the Multimodal Transport Contract for the multimodal transport;

e. The liability of the Multimodal Transport Operator for loss resulting from delay in delivery shall be limited to an amount equivalent to two and a half times the freight payable for the goods delayed, but not exceeding the total freight payable under the Multimodal Transport Contract;

f. The aggregate liability of the Multimodal Transport Operator shall not exceed the limits of liability for total loss of the goods;

g. By Agreement between the Multimodal Transport Operator and the consignor, limits of liability exceeding those provided for in this Protocol may be fixed in the Multimodal Transport Document.

Article 23: Loss of the right to limit liability

a. The Multimodal Transport Operator is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from an act or omission of the Multimodal Transport Operator done with the intent to cause such loss, damage or delay or recklessly and with knowledge that such loss, damage or delay would probably result;

b. A servant or agent of the Multimodal Transport Operator or other person of whose services he makes use for the performance of the Multimodal Transport Contract is not entitled to the benefit of the limitation of liability provided for in this Protocol if it is proved that the loss, damage or delay in delivery resulted from an act or omission of such servant, agent or other person, done with the intent to cause such loss, damage or delay or recklessly and with knowledge that such loss, damage or delay would probably result.

Article 24: Non-Contractual liability

a. These rules apply to all claims against the Multimodal Transport Operator relating to the performance of the Multimodal Transport Contract;

b. These rules apply whenever claims relating to the performance of the Multimodal Transport Contract are made against any servant, agent, or other person whose services the Multimodal Transport Operator has used in order to perform the Multimodal Transport Contract;

c. Except as provided in article 21, the aggregate of the amounts recoverable from the Multimodal Transport Operator and from a servant or agent or any other person of whose services he makes use for the performance of the Multimodal Transport Contract shall not exceed the limits of liability provided for in this Protocol.

Article 25: Liability of the Consignor

a. The Consignor shall be deemed to have guaranteed to the Multimodal Transport Operator the accuracy, at the time the goods were taken charge of by the Multimodal Transport Operator, of all particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the goods, as furnished by him or on his behalf for insertion in the Multimodal Transport Document, at the time the goods were taken charge of;

b. The Consignor shall indemnify the Multimodal Transport Operator against any loss resulting from inaccuracies in or inadequacies of the particulars referred to above.

c. The right of the multimodal transport operator to such indemnity shall in no way limit his liability under the multimodal transport contract to any person other than the consignor.

SECTION III: CLAIMS AND ACTIONS

Article 26: Notice of loss or damage to Goods

a. Unless notice of loss of or damage to the goods specifying the general nature of such loss or damage, is given in writing by the consignee to the Multimodal Transport Operator not later than the working day after the day when the goods were handed over to the Consignee, such handing over is prima facie evidence of the delivery by the Multimodal Transport Operator of the goods as described in the Multimodal Transport Document;

b. Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within six consecutive days after the day when the goods were handed over to the Consignee;

c. No compensation shall be payable for loss resulting from delay in delivery unless notice has been given in writing to the Multimodal Transport Operator within 60 consecutive days after the day when the goods were delivered by handing over to the consignee or when the Consignee has been notified that the goods have been delivered;

d. Unless notice of loss or damage, specifying the general nature of the loss or damage, is given in writing by the Multimodal Transport Operator to the consignor not later than 90 consecutive days after the occurrence of such loss or damage or after the delivery of the goods, whichever is later, the failure to give such notice is prima facie evidence that the Multimodal Transport Operator has sustained no loss or damage due to the fault or neglect of the Consignor, his servants or agents;

e. If any of the notice periods provided for in this Article terminates on a day which is not a working day at the place of delivery, such period shall be extended until the next working day;

f. For the purpose of this Article, notice given to a person acting on the multimodal transport operator's behalf, including any person of whose services he makes use at the place of delivery, or to a person acting on the consignor's behalf, shall be deemed to have been given to the multimodal transport operator, or to the consignor, respectively.

Article 27: Joint survey

a. In the case of any actual or apprehended loss or damage the Multimodal Transport Operator and the consignee shall give all reasonable facilities to each other for inspecting and tallying the goods;

b. If the Parties or their authorized representatives at the place of delivery conducted a joint survey of the goods, notice in writing need not be given of loss or damage ascertained during such survey or inspection.

Article 28: Limitations of actions

a. Any action relating to international Multimodal Transport under this Protocol shall be time-barred if judicial or arbitral proceedings have not been instituted within a period of two years;

b. If notification in writing, stating the nature and main particulars of the claim, has not been given within six months after the day when the goods were delivered or, where the goods have not been delivered, after the day on which they should have been delivered, the action shall be time-barred at the expiry of this period;

c. The limitation period commences on the day after the day on which the Multimodal Transport Operator has delivered the goods or part thereof or, where the goods have not been delivered, on the day after the last day on which the goods should have been delivered;

d. The person against whom a claim is made may at any time during the running of the limitation period extend that period by a declaration in writing to the claimant. This period may be further extended once for a period not exceeding two years by another declaration;

e. Provided that the provisions of an applicable international convention are not to the contrary, a recourse action for indemnity by a person held liable under this Protocol may be instituted even after the expiry of the limitation period provided for in the preceding paragraphs if instituted within the time allowed by the law of the State where proceedings are instituted; however, the time allowed shall not be less than 90 days commencing from the day when the person instituting such action for indemnity has settled the claim or has been served with process in the action against himself.

Article 29: Jurisdiction

a. In judicial proceedings relating to International Multimodal Transport under this Protocol, the plaintiff, at his option, may institute an action in a court which, according to the law of the State where the court is situated, is competent and within the jurisdiction when situated in one of the following places:

i. The principal place of business or, in the absence thereof, the habitual residence of the defendant; or

ii. The place where the Multimodal Transport Contract was made, provided that the defendant has a place of business, a branch or agency through which the contract was made; or

iii. The place of taking charge of the goods for International Multimodal Transport or the place of delivery; or

iv. Any other place designated for that purpose in the Multimodal Transport Contract and evidenced in the Multimodal Transport Document.

b. No judicial proceedings relating to International Multimodal Transport under this Protocol may be instituted in a place not specified in subparagraph (a) of this article. The provisions of this article do not constitute an obstacle to the jurisdiction of the Corridor Member States for provisional or protective measures;

c. Notwithstanding the preceding provisions of this Article, an Agreement made by the Parties after a claim has arisen, which designates the place where the plaintiff may institute an action, shall be effective:

i. Where an action has been instituted in accordance with the provisions of this Article or where judgment in such an action has been delivered, no new action shall be instituted between the same Parties on the same grounds unless the judgment in the first action is not enforceable in the country in which the new proceedings are instituted;

ii. For the purposes of this Article neither the institution of measures to obtain enforcement of a judgment nor the removal of an action to a different court within the same country shall be considered as the starting of a new action.

Article 30: Impact of nullity of stipulation

a. Where the claimant in respect of the goods has incurred loss as a result of a stipulation which is null and void by virtue of the present Protocol or of any other cause, the Multimodal Transport Operator must pay compensation to the extent required in order to give the claimant compensation in accordance with the provisions of this Protocol for any loss of or damage to the goods as well as for delay in delivery;

b. The Multimodal Transport Operator must, in addition, pay compensation for costs incurred by the claimant for the purpose of exercising his right, provided that costs incurred in the action where the foregoing provision is invoked are to be determined in accordance with the law of the Contracting Party where proceedings are instituted.

Article 31: Arbitration

a. The Parties may provide by Agreement evidenced in writing that any dispute that may arise relating to International Multimodal Transport under this Protocol shall be referred to arbitration;

b. The Arbitration proceedings shall be instituted at any place designated for that purpose in the arbitration clause or agreement;

c. The Arbitrator or Arbitration Tribunal shall apply the provisions of this Protocol.

Article 32: Rate of interest in delivery in the case of damage

a. The sender may, against payment of a surcharge to be agreed upon, fix the amount of a special interest in delivery in the case of loss or damage or of the agreed time-limit being exceeded, by entering such amount in the Multimodal Transport Document.

b. If a declaration of a special interest in delivery has been made, compensation for the additional loss or damage proved may be claimed up to the total amount of the interest declared, independently of the compensation obtained.

Article 33: Rate of interest on compensation

a. The claimant shall be entitled to claim interest on compensation payable. Such interest, calculated by reference to the prevailing rates of interest, shall accrue from the date on which the claim was sent in writing to the carrier or, if no such claim has been made, from the date on which legal proceedings were instituted.

b. When the amounts on which the calculation of the compensation is based are not expressed in the currency of the country in which payment is claimed, conversion shall be at the rate of exchange applicable on the day and at the place of payment of compensation.

PROTOCOL NO. 10

HANDLING OF DANGEROUS GOODS

Article 1: Application

Pursuant to Article 10.14 of the Central Corridor Transit Transport Facilitation Agency Agreement, the Corridor Member States agree to apply the provisions of this Protocol related to handling and transport of Dangerous Goods.

Article 2: Content of the Protocol

This Protocol covers the handling and transport within the territories of the Corridor Member States whether in the course of transit or in the course of interstate trade of such materials, substances and articles which, in accordance with accepted international recommendations, are classified as Dangerous Goods.

Article 3: Definitions

Hazardous Goods are solids, liquids, or gases that can harm people, other living organisms, property, or the environment. These include materials that are radioactive, flammable, explosive, corrosive, oxidizing, bio-hazardous, toxic, pathogenic, or allergenic. Also included are physical conditions such as compressed gases and liquids or hot materials, including all goods containing such materials or chemicals, or may have other characteristics that render them hazardous in specific circumstances

Article 4: Recognition of International Conventions

Instruments, documents, standards, guidelines, and recommendations, contained in international conventions, which include:

a. The recommendations of the Committee of Experts on the Transport of Dangerous Goods of the United Nations;

b. The regulations for the Safe Transport of Radioactive Materials of the Board of Governors of the International Atomic Energy Agency;

c. The provisions on the carriage of dangerous goods in the Convention for the Safety of Life at Sea

d. The Technical Instructions for the Safe Transport of Dangerous Goods by Air, of the International Civil Aviation Organization;

e. Basel Convention relating to the control of cross-border movements of dangerous waste and their elimination.

Article 5: International Maritime Dangerous Goods Code

The Corridor Member States acknowledge that the International Maritime Dangerous Goods (IMDG) Code was made mandatory as from January 2004 except for its Section 1.3 (Training), 2.1, Notes 1 to 4 (Explosives), 2.2, Columns 15 and 17 (Dangerous Goods list), 3.5 (Transport schedule for class 7 Goods), 5.45 (layout of forms) and 7.3 (Special requirements in the event of an incident) which are only recommendatory.

Article 6: Classification and definitions of classes of Dangerous Goods

The Corridor Member States recognize the classification of goods by the type of risk involved, set forth in the current manual of "Transport of Dangerous Goods" of the United Nations, as the basis for determining hazards in the transport of dangerous goods.

Article 7: Labelling of Dangerous Goods

The Corridor Member States undertake to establish competent authorities which shall acquaint the Parties concerned in their countries with the internationally recommended danger labels or placards identifying risks, which are affixed to Dangerous Goods arriving from abroad, and to issue appropriate instructions for handling and transport of goods so labeled according to the risk involved.

Article 8: Documentation for Dangerous Goods

The documents to be used in connection with the handling and transport of dangerous goods are provided for under Article 10 of Protocol 4 on Documentation and procedures.

PROTOCOL NO. 11

MEASURES OF FACILITATION FOR TRANSIT AGENCIES, TRADERS AND EMPLOYEES

Article 1: Application

Pursuant to Article 10, of the Central Corridor Transit Transport Facilitation Agency Agreement, the Corridor Member States agree to apply the provisions of this Protocol related to facilities for transit employees, which is an integral part of the Agreement.

Article 2: Content of the Protocol

This Protocol contains provisions for the granting of facilities and making of arrangements in order to facilitate orderly management and conduct of inter-state traffic and traffic in transit, and for the smooth and speedy movement of such traffic on the respective territories of the Corridor Member States.

Article 3: Definitions

The definitions to be applied to this Protocol are the definitions formulated in Article 1 of the Central Corridor Transit Transport Facilitation Agency Agreement.

Article 4: Establishment of Liaison Offices

Each Corridor Member State shall allow other Corridor Member State which so desire to open Transport Liaison Offices, appoint Liaison Officers and station them at such offices in their respective territories," in accordance with domestic legislation of such a Member State that allows the other Member State"

Article 5: Carrier agencies

Each Corridor Member State shall grant carriers, duly recognized by the competent authority of the Corridor Member States where such carriers are domiciled, permission to set up agencies in their respective territories for the purpose of conducting inter-state traffic and transit traffic operations.

Article 6: Provision of services and amenities

The Corridor Member States shall provide, wherever possible, services for lighting, heating, cooling, cleaning, telephone and telex communications and postal facilities, to liaison offices where permitted, and to agencies set up by the other Corridor Member States within their territories, on payment of the prevailing charges for such services.

Article 7: Visa, stay permits for traders and work permit for employees

Each Corridor Member State may issue multiple entry visa and work permits in accordance with the domestic legislation of the Member State to the employees of transport enterprises and companies engaged at their agencies, or in the operation of inter-state and transit trade on its territory.

Article 8: Travel of employees

The Corridor Member States shall allow officials of carrier agencies employed for the operation of inter- State trade and traffic in transit en-route on their territories to travel on all routes open to such traffic.

Article 9: Identification of employees

a. The Corridor Member States agree to issue Service Cards to the employees of their respective Transport agencies, stationed on their territories, indicating their names, nationality, rank and the nature of their duties, with instructions to present such Service Cards upon request of competent officials while in the territory of the other Corridor Member States, provided it is understood that such Service Cards are not travel documents.

b. The Corridor Member States shall encourage their employees to wear distinguishing badges or uniforms while on duty, in order to make them easily distinguishable in their functions in inter-State trade and transit traffic.

Article 10: Exchange of information

a. The Corridor Member States agree to exchange information with descriptions of the distinguishing signs, identity cards and badges, and uniforms used in connection with inter-state and transit traffic, and to inform each other of any changes made.

b. The Corridor Member States also agree to transmit information specifying the names and functions of the employees of their carrier agencies stationed on the territories of the other Corridor Member States, and the places where they are stationed.

INTERPRETATION OF PROVISIONS

Any question regarding the proper interpretation of the provisions of these Protocols, or for amendments thereto, shall be referred to the Council of Ministers.

AMENDMENT TO THE PROTOCOLS

Any Corridor Member State may propose amendments to these Protocols by submitting written proposals to the Central Corridor Transit Transport Facilitation Agency trough the Secretariat. The Secretariat of the Agency may also initiate amendments of its own. The proposed amendments shall be considered and adopted following the procedures laid down in Article 28 of the Central Corridor Transit Transport Facilitation Agency Agreement.

ENTRY INTO FORCE

These Protocols shall become effective when all the Corridor Member States have signed them and shall enter into force on the date when the last Corridor Member States appends her signature.

DECLARATION

Done in quintuplet in Kigali On 20th /08 / 2014 in English and French languages, each party holding one original and both texts being equally authentic.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed this Instrument enacting the said PROTOCOLS.

Signature:_____
Hon. Madam Virginie Ciza
Minister for Transport, Public Works and Equipment,
For the Government of the Republic of Burundi

Signature:_____
Hon. Justin Kalumba Mwana Ngongo
Minister of Transport and Ways of Communications,
For the Government of Democratic Republic of Congo

Signature:_____
Hon. Dr. Alexis Nzahabwanimana
Minister of State In Charge of Transport,
For the Government of the Republic of Rwanda

Signature:_____
Hon. Dr. Harrison George Mwakyembe (MP)
Minister for Transport,
For the Government of the United Republic of Tanzania

Signature:_____
Hon. Steven Chebrot (MP)
Minister ~~for~~ of State Works and Transport,
For the Government of the Republic of Uganda

DESIGNATION OF ROUTES

Annex I to Protocol No.2
Routes by Road

a. For the passage of traffic in transit by road through Tanzania, the Government of the United Republic of Tanzania designates the following routes:

From	By way of	To
Dar es salaam	Misugusugu-Dumila-Lusahunga	Mutukula
Dar es Salaam	Misugusugu-Dumila-Nyakanazi	Rusumo
Dar es Salaam	Misugusugu-Dumila-Ngara	Kabanga
Dar es Salaam	Misugusugu-Dumila-Isaka	Manyovu
Dar es Salaam	Misugusugu-Dumila-Shinyanga	Mwanza (lake port)
Dar es Salaam	Misugusugu-Dumila-Isaka	Kigoma (lake port)

b. For the passage of traffic in transit by road through Uganda, the Government of the Republic of Uganda designates the following routes:

From	By way of	To
Mutukula	Masaka	Kampala
Mutukula	Masaka-Kampala-Gulu	Nimule
Mutukula	Mbarara-Ishaka	Mpondwe
Mutukula	Mbarara-Kabale	Bunagana

c. For the passage of traffic in transit by road through Rwanda, the Government of Rwanda designates the following routes:

From	By way of	To
Rusumo	Kayonza	Kigali
Rusumo	Kayonza-Kigali-Rusizi	Ruzizi II
Rusumo	Kayonza-Kigali-Musanze	Rubavu
Rusumo	Kayonza-Kigali-Musanze	Cyanika
Rusumo	Kayonza	Kagitumba
Rusumo	Kigali	Gatuna
Ruhwa	Bugarama	Ruzizi II

d. For the passage of traffic in transit by road through Burundi, the Government of Burundi designated the following routes:

From	By way of	To
Kobero	Gitega	Bujumbura
Kobero	Ngozi-Kayanza	Bujumbura
Kobero	Bujumbura	Gatumba
Kobero	Bujumbura-Cibitoke	Ruhwa
Mugina	Bujumbura-Cibitoke	Ruhwa
Mugina	Bujumbura	Gatumba

b

e. For the passage of traffic in transit by road through the Democratic Republic of Congo, the Government of the Democratic Republic of Congo designates the following routes:

From	By way of	To
Ruzizi I & II	Bukavu	Walikale-Kisangani-Ubundu
Kavimvira	Uvira	Baraka-Namoya
Kiliba	Kamanyola	Bukavu
Bukavu	Kasongo	Kindu
Uvira	Baraka	Itombwe-Kalole-Kindu
Goma	Walikale	Kisangani
Goma	Butembo	Beni-Komanda-Niania-Kisangani
Kasindi	Beni	Komanda-Niania-Kisangani
Bunagana	Rutshuru	Goma
Ishashe	Kiwandja	Goma

The Corridor Member States agree to extend the itinerary of the Central Corridor route to the Atlantic port of Banana, thus connecting the Atlantic Ocean to the Indian Ocean. The Democratic Republic of Congo is mandated to provide the itineraries in its territory for this purpose.

Annex II to Protocol No.2
Routes by rail

a For the passage of traffic in transit by rail through Tanzania, the Government of the United Republic of Tanzania designates the following routes:

From	By way of	To
Dar es Salaam	Morogoro-Dodoma-Tabora	Mwanza
Dar es Salaam	Morogoro-Dodoma-Tabora	Kigoma

b. For the passage of traffic in transit by rail through Uganda, the Government of Uganda designates the following routes:

From	By way of	To
Port Bell	Luzira	Kampala
Port Bell	Kampala	Pakwach

c. For the passage of traffic in transit by rail through Democratic Republic of Congo, the Democratic Republic of Congo designates the following routes:

From	By way of	To
Kalémie	Kamina	Lubumbashi
Kalémie	Kamina	Kindu-Ubundu-Kisangani

d

Annex III to Protocol No.2
Transit routes through the inland waterways

a) For the passage of traffic in transit through the inland water ways, the Government of the United Republic of Tanzania designates the following routes:

From	To
Mwanza	Port Bell
Kigoma	Kalémie
Kigoma	Moba
Kigoma	Kalundu
Kigoma	Kabimba
Kigoma	Bujumbura
Kigoma	Uvira

c) For the passage of traffic in transit through the inland water ways, the Government of the Republic of Uganda designates the following routes:

From	To
Port Bell	Mwanza

c) For the passage of traffic in transit by through the inland water ways, the Government of the Republic of Burundi designates the following routes:

From	To
Bujumbura	Kalundu
Bujumbura	Kabimba
Bujumbura	Kalémie
Bujumbura	Moba
Bujumbura	Kigoma

e

d) For the passage of traffic in transit by through the inland water ways the Democratic Republic of Congo designates the following routes:

From	To
Bukavu	Goma
Kalundu	Kigoma
Kabimba	Kigoma
Kalémie	Kigoma
Moba	Kigoma
Moba	Bujumbura
Kalémie	Bujumbura
Kabimba	Bujumbura
Kalundu	Bujumbura

Annex I to Protocol No.3
Customs offices designated for transit and Inter-state Traffic

a. The United Republic of Tanzania designates the following Customs offices, which it has, for the purposes of this Protocol, empowered to act as:
Office of departure, office en route and office of destination:
Dar es Salaam, Misugusugu, Dumila, Isaka, Kigoma, Manyovu, Kabanga, Rusumo, Mutukula, Mwanza,

b. The Republic of Uganda designates the following Customs offices, which it has, for the purposes of this Protocol, empowered to act as:
Office of departure, Office en route and Office of destinations:
Mutukula, Cyanika, Port Bell, Kampala

c. The Republic of Rwanda designates the following Customs offices, which it has, for the purposes of this Protocol, empowered to act as:
Offices of departure, office en route and office of destinations:
Rusumo, Kigali, Rubavu, Ruzizi II, Ruhwa, Cyanika

d. The Republic of Burundi designates the following Customs offices, which it has, for the purposes of this Protocol, empowered to act as:
Offices of departure, office en route and office of destinations:
Kobero, Gitega, Ngozi, Kayanza, Bujumbura, Gatumba, Ruhwa, Mugina, Rumonge

e. The Democratic Republic of Congo designates the following Customs offices, which it has, for the purposes of this Protocol, empowered to act as:

Offices of departure, office en route and office of destinations:
Goma, Ruzizi I & II, Kavimvira, Kiliba, Kisangani, Ishasha, Kalundu, Baraka, Bunagana, Kasindi, Bukavu, Kindu, Kalémie, Kamanyola

Annex II to Protocol No.3

MINIMUM REQUIREMENTS TO BE MET BY CUSTOMS SEALS AND FASTENINGS

Customs seals and fastenings shall meet the following minimum requirements:

1. **General requirements in respect of seals and fastenings:**
   The seals and fastenings, together, shall:
   a) be strong and durable;
   b) be capable of being affixed easily and quickly;
   c) be capable of being readily checked and identified;
   d) not permit removal or undoing without breaking or tampering without leaving traces;
   e) not permit use more than once;
   f) be made as difficult as possible to copy or counterfeit.

2. **Physical specification of seals:**
   a) the shape and size of the seal shall be such that any identifying marks are readily legible;
   b) each eyelet in a seal shall be of a size corresponding to that of the fastening used, and shall be positioned so that the fastening will be held firmly in place when the seal is closed;
   c) the material used shall be sufficiently strong to prevent accidental breakage, early deterioration (due to weather conditions, chemical action etc.) or undetectable tampering.

3. **Identification marks:**
   The seal or fastenings, as appropriate, shall be marked:
   a) to show that it is a Customs seal, by application of either of the words "Customs" or "Douane";
   b) to show the country which applied the seal, preferably by means of the sign used to indicate the country of registration of motor vehicles in international traffic;
   c) to enable the Customs office by which the seal was affixed, or under whose authority it was affixed, to be identified, for example, by means of code letters or numbers.

h

Annex III to Protocol No.3

LIST OF INTERNATIONAL INSTRUMENTS PROVIDING FOR THE CONDITIONS AND PROCEDURE FOR THE APPROVAL OF TRANSPORT-UNITS

The international instruments providing for the conditions and procedures for the approval of transit units include the following:

1. Customs Convention on Containers, 18 May 1956, Geneva;
2. Customs Convention on the International Transport of goods under cover of TIR carnets (TIR Conventions), 15 January 1959, Geneva;
3. Customs Convention on Containers, 2 December 1972, Geneva;
4. Customs Convention on the International Transport of goods under cover of TIR carnets (TIR Convention), 14 November 1975, Geneva;
5. International Convention for Safe Containers, 2 December 1972, Geneva.
6. Amendments to the International Convention for Safe Containers, April 2, 1981.
7. Amendments to the International Convention for Safe Container and its Annexes, November 2, 1993.

A number of International Standards regarding freight containers exist which lay down terminology and technical specifications which may be of interest in the context of Customs clearance of containers. Some of these are mentioned below for information only:

- ISO 668-1979, Series 1 Freight containers – Classification, external dimensions and ratings;
- ISO 830-1981, Freight containers – Terminology;
- ISO 1161-1980, Series 1 Freight containers – Corner fittings – Specification;
- ISO 1496/1-1978, Series 1 Freight containers – Specification and testing

Part 1: General cargo containers;

vii. ISO 1496/2-1979, Series 1 Freight containers – Specification and testing

Part 2: Thermal containers;

viii. ISO 1496/3-1981, Series 1 Freight containers – Specification and testing

Part 3: Tank containers for liquid and gases;

ix. ISO 1496/5-1977, Series 1 Freight containers – Specification and testing

Part 4: Platform (container);

x. ISO 1496/6C-1977, Series 1 Freight containers – specification and testing

Part 5: Platform based containers, open-sided, with complete superstructure;

xi. ISO 3874/1979, Series 1 Freight containers – Handling and securing;

xii. ISO 6346/1981, Freight containers – Coding, identification and marking;

xiii. ISO 6359-1982, Freight containers – Consolidated data plate.

Annex 1 to Protocol No.5

Border stations and interchange stations

a. Member States designate the following border stations on the rail routes open to rail transit traffic:
In Tanzania: Dar es Salaam, Mwanza and Kigoma
In Uganda: Port Bell
In Rwanda None
In Burundi None.
In DR Congo Kalemie

b. Member States designate the following interchange stations on the rail routes open to rail transit traffic:
In Tanzania: Isaka, Mwanza and Kigoma
In Uganda: Port Bell
In Rwanda None
In Burundi None
In DR Congo Kalemie

c. The competent authorities of the Central Corridor Member States may, if necessary, agree to change the frontier and interchange stations mentioned in a) and b) above.