

RECUEIL DES INSTRUMENTS JURIDIQUES ET INSTITUTIONNELS
DE FACILITATION DU TRANSPORT ET DES ÉCHANGES
EN AFRIQUE SUBSAHARIENNE

ANNEXE V-5

1985 NORTHERN CORRIDOR TRANSIT AGREEMENT
PROTOCOL No 4 DOCUMENTATION AND PROCEDURES

DOCUMENTATION AND PROCEDURES

Article 1: Application

Pursuant to Section 8 of the Northern Corridor Transit Agreement, the Contracting Parties agree to apply the provisions of this Protocol related to Documentation and procedures, which is an integral part of the Agreement.

Article 2: Content of the Protocol •

This Protocol contains provisions related to the documents to be used in the Northern Corridor Transit Agreement, and to international documents and standards relevant to transit trade and transport within the Northern Corridor States. It also lays down provisions for the procedures to be used, on the basis of other Protocols of the Agreement.

Article 3: Definitions •

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

Customs Transit Declaration: Statement made in a prescribed form by which the persons interested declare goods for Customs transit and furnish the particulars which the Customs require to be declared for the application of a Customs transit operation;

Multimodal Transport Document: Document which evidences a multimodal transport contract, the taking in charge of the goods by the multimodal transport operator and an undertaking by him to deliver the goods in accordance with the terms of the contract;

One run method: The use of a reproduction process to transfer all or part of the information recorded on a master on to one or more forms constituting an aligned series;

Road Consignment Note: Document issued for a road transport operation giving evidence of a road transport contract, the taking in charge of the goods by the road carrier, and an undertaking by him to deliver the goods in accordance with the terms of the contract;

Rail Consignment Note: Document issued for a railway transport operation giving evidence of a railway transport contract, the taking in charge of the goods by the railway carrier, and an undertaking by him to deliver the goods in accordance with the terms of the contract.

Article 4: Application of international standards •

The Contracting Parties agree that any document introduced in connexion with the Northern Corridor Transit Agreement shall be based:

- (a) In respect of paper size, on International Standard ISO 216-1975, with preference for the size A4 (210 x 297 mm); and
- (b) In respect of design principles, on International Standard ISO 3535-1974, with line spacing of 4,24 mm (1/6 in) and character spacing of 2,54 mm (1/10 in) as the basic spacing.

Article 5: Alignment to the United Nations Layout Key •

The Contracting Parties agree that documents used in connexion with the Northern Corridor Transit Agreement shall be aligned, to the extent possible and appropriate, with the United Nations Layout Key for Trade Documents, shown in Appendix 1 to this Protocol.

Article 6: Maritime Transport Documents •

The Contracting Parties undertake to promote the use of internationally agreed simplified and non-negotiable transport documents, and to instruct national authorities concerned to accept such documents, for example, Non-Negotiable Sea Waybills (to substitute Negotiable Bills of Lading), Single Original Bills of Lading, Through Bills of lading and Blank-back forms.

Article 7: Rail Consignment Note •

The Contracting Parties agree to accept the Rail Consignment Note shown in Appendix 2 to this Protocol for transit of goods by rail.

Article 8: Road Consignment Note •

The Contracting Parties agree to accept the Road Consignment Note shown in Appendix 3 to this Protocol for transit of goods by road.

Article 9: Multimodal Transport Documents

The Contracting Parties agree to promote multimodal transport as defined in the United Nations Convention on International Multimodal Transport of Goods, and to accept the Multimodal Transport Document issued under that Convention or under other rules governing similar transport arrangements.

Article 10: Customs Transit Declaration •

1. The Contracting Parties agree to introduce a Customs Transit Declaration form, conforming with the model shown in Appendix 4 to this Protocol, as the single Customs document required to cover Customs transit operations by rail or road, or by a combination of these modes.

2. The Customs Transit Declaration shall be completed in English or in French in as many copies as are required for the Customs transit operation concerned.

3. Any commercial or transport document setting out clearly the necessary particulars shall be accepted as the descriptive part of the Customs Transit Declaration.

Article 11: Documents for transport of dangerous goods •

The Contracting Parties agree to accept documents established pursuant to the international conventions and agreements applicable to the transport of dangerous goods, and to promote the use of the Dangerous Goods Declaration shown in Appendix 5 to this Protocol, for the transport of dangerous goods commencing in their territories.

Article 12: Acceptance of Commercial invoices for Customs purposes •

1. Where the presentation of the commercial invoice is required in connexion with the clearance of goods in transit, the Contracting Parties shall accept the commercial invoice pertaining to the consignment under transport as the sole document required for the purpose of supporting the Customs Transit Declaration.

2. The Contracting Parties agree to implement measures, recommended i.a. by the Customs Co-operation Council, by which they accept commercial invoices produced by any process, for example, by the one-run method or by means of computer or other automatic printers, on pre-printed forms or on plain paper provided that they are duly authenticated. They may waive the requirement for a handwritten signature on such commercial invoices.

Article 13: Presence of documents on means of transport

Copies of Road Transport Permits and of Customs Transit Declarations, Rail Consignment Notes and Road Consignment Notes shall be carried on the means of transport and shall be produced when requested by the competent authorities.

Article 14: Release of goods without presentation of original transport documents •

The Contracting Parties shall allow goods to be released to the person entitled to take delivery, without requiring the presentation to Customs or other public authorities of a bill of lading or any other transport document, with the exception of cases when such authorities are responsible for goods in their custody and the production of a bill of lading, or a similar document conferring title to the goods, is required.

Article 15: Joint operational control of traffic in transit •

The Contracting Parties agree to establish and operate a joint information system in order to exercise operational control of transit traffic, which shall include a Documents Centralization and Operations Co-ordination System for the monitoring of goods movements in ports and other places used for the transit operation.

Article 16: Selective Customs examination •

The Contracting Parties agree that Customs authorities shall carry out selective random controls of goods in transit at the Offices of departure on the basis of the Customs Transit Declaration, complemented with physical examination of the goods in cases of inconsistency, or on suspicion of fraud.

Article 17: Priority for traffic in transit •

The Contracting Parties agree to make arrangements so that vehicles carrying goods under a Customs transit document and passing through their ports and other border crossing points need not await their turn among vehicles carrying goods which are not covered by such a document, provided that physical conditions at the border points concerned permit such arrangements.

Article 18: Phytosanitary, Sanitary and Veterinary Controls •

The Contracting Parties agree to co-ordinate their procedures for phytosanitary, sanitary, veterinary or similar controls, in order to avoid unnecessary delays due to repeated controls.

Article 19: Standardized Consignment identifiers •

The Contracting Parties shall accept and agree to encourage the use of internationally agreed Standard Shipping Marks for

identification of packages, and representation on documents, which are composed of:

- (a) Initials or abbreviated name;
- (b) Reference Number;
- (c) Destination; and
- (d) Package Number.

Article 20: Further rationalization of procedures and documentation •

1. The Contracting Parties agree to promote simplification, rationalization and harmonisation of administrative procedures related to trade, transport and transit operations taking into account relevant international recommendations and standards.

2. The Contracting Parties agree to establish, as appropriate, national facilitation bodies as focal points for the co-ordination of trade facilitation at the national and international levels.

Article 21: Review of the implementation of the provisions of this Protocol •

Representatives of national facilitation bodies - where those exist - or other competent bodies of the Contracting Parties shall meet at least once a year or at the request of a Contracting Party, or the Transit Transport Co-ordination Authority through its Secretariat, to monitor the implementation of the provisions of this Protocol.



Consignor (Exporter)		Date; Reference No. etc.				
Consignee		Buyer (if other than consignee) or other address				
Notify or delivery address		Country whence consigned				
		Country of origin		Country of destination		
Transport details		Terms of delivery and payment				
Shipping marks; Container No.	Number & kind of packages; Goods description			Commodity No.	Gross weight	Cube
					Net quantity	Value
<i>Free disposal</i>						
Place and date of issue; Authentication						

RAIL CONSIGNMENT NOTE

1. Consignor (name, address)				FOR RAILWAY USE ONLY								
				2. Date			3. Port Release Order No.					
				4. Consignment No.								
5. Consignee (name, address)				6. Part lot of consignment No.								
				7. From			8. Code					
				9. To			10. Code					
11. Charges payable at sending station by (name, address)				12. Mileage			13. Via					
				14. Cash*	15. Government Warrant No. *		16. Deposit A/C No.*		17. Ledger A/C No.*		18. Wagon No(s).	
19. Name of vessel			20. Loading station			21. Railway marks						
22. Destination station			23. Siding			24. Loading date			25. Loaded by			
26. Shipping marks				27. Number and kind of packages; description of goods					28. Gross weight, kg			
29. Weight charged kg	30. Commodity code	31. For use in C.As off	32. Scale	33. Rate	34. Cash/Governmt. Warrant	35. Ledger A/C	36. Deposit A/C	37. For use in C. A/s offc.	38. U/C	39. O/C		
40. To the Railways Please deliver the goods under consignment No. to					41. Accepted on behalf of the oy Time Date subject to the following qualifying remarks, if any. Signature of Consignor or his Agent/Representative					42. CASH RECEIPT Received the sum of Shs Cts in respect of freight charges. For		
43. Customs form attached I/we the owner(s) (or agent(s) duly authorized by the owner(s)) hereby certify that the description, marks, weight and quantity of the goods are correctly entered on this consignment note.					44. DELIVERY BOOK REFERENCE OFF LOADED DATE TIME DELIVERY BOOK FOLIO			45. TRAFFIC ARRIVAL ADVICE The above-mentioned goods consigned to you have arrived and your co-operation in removing them as quickly as possible will be appreciated. Delivery Book Entry No. Date Time				

1

A remplir sous la responsabilité de l'expéditeur
 To be completed on the sender's responsibility
 Les parties encadrées de lignes grasses doivent être remplies par le transporteur
 The spaces framed with heavy lines must be filled in by the carrier
 y compris et
 including and
 19+21+22.

1 Expéditeur (nom, adresse, pays) Sender (name, address, country)		LETTRE DE VOITURE ROAD CONSIGNMENT NOTE			No																												
2 Destinataire (nom, adresse, pays) Consignee (name, address, country)		16 Transporteur (nom, adresse, pays) Carrier (name, address, country)																															
3 Lieu prévu pour la livraison de la marchandise (lieu, pays) Place of delivery of the goods (place, country)		17 Transporteurs successifs (nom, adresse, pays) Successive carriers (name, address, country)																															
4 Lieu et date de la prise en charge de la marchandise (lieu, pays, date) Place and date of taking over the goods (place, country, date)		18 Réserves et observations du transporteur Carrier's reservations and observations																															
5 Documents annexés Documents attached																																	
6 Marques et numéros Marks and Nos	7 Nombre des colis Number of packages	8 Mode d'emballage Method of packing	9 Nature de la marchandise Nature of the goods	10 No statistique Statistical number	11 Poids brut, kg Gross weight in kg	12 Cubage m3 Volume in m3																											
13 Instructions de l'expéditeur Sender's instructions		19 Conventions particulières Special agreements																															
14 Prescriptions d'affranchissement Instructions as to payment for carriage <input type="checkbox"/> Franco / Carriage paid <input type="checkbox"/> Non franco / Carriage forward		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">20 A payer par To be paid by:</th> <th style="width: 15%;">Expéditeur Senders</th> <th style="width: 15%;">Monnaie/Currency</th> <th style="width: 15%;">Destinataire Consignee</th> </tr> </thead> <tbody> <tr> <td>Prix de transport Carriage charges :</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Réductions Deductions :</td> <td>-</td> <td></td> <td></td> </tr> <tr> <td>Solde / Balance</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Suppléments Supplem. charges :</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Frais accessoires Other charges :</td> <td>+</td> <td></td> <td></td> </tr> <tr> <td>TOTAL :</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				20 A payer par To be paid by:	Expéditeur Senders	Monnaie/Currency	Destinataire Consignee	Prix de transport Carriage charges :				Réductions Deductions :	-			Solde / Balance				Suppléments Supplem. charges :				Frais accessoires Other charges :	+			TOTAL :			
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DANGEROUS GOODS DECLARATION

Shipper (Name & Address)		Reference number (a)	
(Reserved for text, instructions or other matter)		Name of carrier (or his agent)	
		(Reserved for text, instructions or other matter)	
Name/means of transport	Port/place of departure		
Port/place of destination			
Marks & numbers; Number & kind of packages; Description of goods*			Gross weight (kg)
INDICATE: HAZARD CLASS/DIV.; UN NUMBER; FLASHPOINT (in °C) (when required)			Net quantity (when required)
<p>* <u>Correct TECHNICAL NAME: proprietary names alone are not sufficient</u></p> <p>Additional information</p> <p>Special information is required for (a) Dangerous Goods in Limited quantities, and (b) Radioactive substances (Class 7). In certain circumstances, (c) a weathering certificate, or (d) a Container/Trailer Packing Certificate is required.</p>			
DECLARATION			Name/status of signatory
			Place and date
			Signature on behalf of Shipper

<p>1st transit country 1er pays de transit</p>	<p>I have verified that the packages etc. specified in this declaration conform to the description given and that they are undamaged. Je certifie après le contrôle que les colis repris sur la présente déclaration sont conformes à la description qui en est donnée et qu'ils sont intacts.</p> <p><input type="checkbox"/> on means of transport / sur moyens de transport <input type="checkbox"/> intact/intacts <input type="checkbox"/> on package/sur colis <input type="checkbox"/> affixed/apposés</p>	<p>Means of transport/packages exported with seals intact. National transit requirements satisfied. Moyens de transport/colis exportés sous scellement intact. Opération de transit national accomplie.</p>
<p>38 Date, signature</p>		<p>39 Date, signature</p>
<p>2nd transit country 2e pays de transit</p>	<p>40 Office of entry/Bureau d'entrée Stamp/Timbre</p> <p>Means of transport/package imported with seals intact. Moyens de transport/colis importés sous scellement intact.</p> <p>Documents checked Documents vérifiés</p> <p>Additional seals Scelllements supplémentaires Numbers/Numéros</p> <p><input type="checkbox"/> No/Non <input type="checkbox"/> Yes/Oui</p>	<p>41 Office of exit/Bureau de sortie Stamp/Timbre</p> <p>Means of transport/packages exported with seals intact. National transit requirements satisfied. Moyens de transport/colis exportés sous scellement intact. Opération de transit national accomplie.</p>
<p>42 Date, signature</p>		<p>43 Date, signature</p>
<p>3rd transit country 3e pays de transit</p>	<p>44 Office of entry/Bureau d'entrée Stamp/Timbre</p> <p>Means of transport/package imported with seals intact. Moyens de transport/colis importés sous scellement intact.</p> <p>Documents checked Documents vérifiés</p> <p>Additional seals Scelllements supplémentaires Numbers/Numéros</p> <p><input type="checkbox"/> No/Non <input type="checkbox"/> Yes/Oui</p>	<p>45 Office of exit/Bureau de sortie Stamp/Timbre</p> <p>Means of transport/packages exported with seals intact. National transit requirements satisfied. Moyens de transport/colis exportés sous scellement intact. Opération de transit national accomplie.</p>
<p>46 Date, signature</p>		<p>47 Date, signature</p>
<p>Country of destination Pays de destination</p>	<p>48 Office of entry/Bureau d'entrée Stamp/Timbre</p> <p><input type="checkbox"/> Transferred to office of final destination Transfert au bureau de destination finale</p> <p><input type="checkbox"/> Transit operation completed Opération de transit terminée</p>	<p>49 Office of final destination Bureau de destination finale Stamp/Timbre</p> <p>Means of transport/package imported with seals intact. Moyens de transport/colis importés sous scellement intact.</p> <p>Documents checked Documents vérifiés</p> <p>Transit operation completed Opération de transit terminée</p>
<p>50 Date, signature</p>		<p>51 Date, signature</p>

DOCUMENTATION AND PROCEDURES

Article 2

This Protocol covers only those documents introduced in the framework of the Agreement which are aligned to the United Nations Layout Key. It includes also provisions concerning commercial and administrative procedures directly or indirectly related to the transit operation, but does not cover the procedures included in the Protocol on Customs Control.

Article 3

The definitions are those adopted by the Working Party on Facilitation of International Trade Procedures of the United Nations Economic Commission for Europe.

Article 4

The International Standards referred to have been agreed within the International Standardisation Organization (ISO) and are used worldwide.

Article 5

About one hundred different types of documents used in international trade are designed on the basis of the United Nations Layout Key adopted as international standard ISO 6422-1985. Examples include maritime Bills of Lading, International Rail and Road Consignment Notes, Air Waybills, Documentary Credits, GSP and other Certificates of Origin; Customs entries in some forty countries and many other commercial documents follow the United Nations Layout Key. Aligned forms are so designed that items of information common to all forms appear in the same relative position on each form. Since the same information is shown at the same place on all forms, it is possible i.a. to prepare a complete set of documents for one consignment using what is known as the "one-run" method of document preparation.

Article 6

The maritime transport documents mentioned in this article offer specific advantages to international trade operators. *Non-negotiable documents* (Sea Waybills) permit delivery of the goods to the consignee indicated on the document (as no transfer of ownership takes place during transport, contrary to what can happen with a traditional negotiable maritime Bill of Lading). Goods covered by a non-negotiable transport document can be forwarded to their final destination without waiting for the owner's authorization (in the form of an endorsement of the original Bill of Lading sent back by the consignee in the land-locked country to the transit port and followed by the exchange of Bill of Lading against Delivery order).

With a *Through Bill of Lading*, a single document covers the various stages of goods transport by several modes; even if negotiable, the Through Bill of Lading permits to forward the goods as soon as they arrive in the port without waiting for the document to be sent back after endorsement by the consignee in the land-locked country. The transport contract covers the continued transport of goods to their final destination in the inland country; the dispatch of goods from the port does not constitute a new transport operation.

The recommendation to use a *Single original Bill of Lading* aims at discontinuing the ancient commercial practice of issuing three or more "original" Bills of Lading. This practice developed when mail was an unreliable means of communication and consisted in sending several originals by separate mail, to make sure that the consignee would receive at least one of them. Although no longer justified, the practice remains. The existence of several "original" Bills of Lading complicates the task for users of the document and could enable fraud.

Blank-back forms are maritime transport documents which do not carry the traditional clauses and conditions printed on the reverse; instead the applicable conditions are referred to in a "reference clause" on the front page. The advantage is that such forms can be easily photocopied or printed out on telex-type and computer printers; the conditions can be

appended to the forms as separate papers, when required.

Article 7

The model Rail Consignment Note was prepared on the basis of work carried out by the secretariat of the Kenyan National Trade Facilitation Committee (KENPRO). It is aligned with the United Nations Layout Key and could be prepared, using the "one-run" method, at the same time as other documents required for the transport of goods, including the Customs entry and the Mombasa Port Release Order which are aligned to the same model. The Consignment Note is intended to replace the former model adopted at the time of the East African Community. The new model will in no way affect the functions of the document it replaces: it has the multi-purpose function of transport contract, arrival notice and invoice for the sender. It is issued at the time of acceptance of the goods and is accepted by the two railway corporations concerned.

Article 8

The proposed model is the one used within the framework of the CMR Convention. It is also aligned to the United Nations Layout Key and could be included in the set of aligned forms, prepared by one-run method, which accompany every transit shipment.

Article 9

The Multimodal Transport Document is essentially of commercial nature, evidencing the contract of carriage. Transit authorities are requested to recognize Multimodal Transport Documents, whenever used, and not to ask for any additional evidence of the transport contract.

Article 10

This article aims at standardization of Customs documents through the introduction of a unique international form, designed to take into account national requirements for each Customs administration.

Control formalities at border stations and controls en route cause important delays and constitute bottlenecks for transit traffic. The model Customs Transit Declaration replaces 19 documents currently required for each transit

consignment through the four Contracting States. It will enable a reduction of formalities through co-operation between Customs administrations in the countries concerned.

The number of copies required will depend on the needs of each country concerned. According to the procedure set out in the Protocol on Customs Control, *at least three copies* for each country concerned will be required: *one copy* when entering the Customs territory, *a second copy* when leaving it, the *third copy* being sent back by the office of entry in one transit country to the office of exit in the preceding country, as evidence that goods in transit have left one Customs territory and been taken in charge in the following country.

A *fourth copy* is destined to the clearing agent who may use it for speeding up the procedure for cancellation of bond. An *extra copy* may be required for filing purposes (Kenya).

Documents attached to the Customs declaration are intended to facilitate the task of transit control officers. In principle, such control can be carried out on documentary evidence, thus avoiding unloading of the goods.

Article 11

Documents covering the transport of dangerous goods are generally prepared in the country whence such goods are consigned. This Article stipulates that internationally agreed documents should be accepted, thus avoiding the need to prepare other similar documents for the transit operation. The same applies conversely for documents prepared in Contracting States which are sent abroad and accepted by the countries of destination. (Provisions regarding the handling of Dangerous Goods are set out in Protocol No. 7 to the NCTA)

Article 12

The commercial invoice specifies the transaction value of the goods. It should be accepted for that purpose by Port and Customs authorities of the transit country which should refrain from requiring additional documents for the same function.

Commercial documents, including invoices, are more and more frequently prepared by automated means or by reproduction; the authorities concerned should accept documents prepared by any process, even if strictly speaking they are not "originals" and even if

Article 17

This Article aims at speeding up the traffic in transit by avoiding delays in ports and at border posts for vehicles carrying transit goods under cover of a Customs transit document. Such delays could be caused if transit vehicles have to await their turn for clearance after vehicles carrying goods to be cleared for home consumption in the country of entry.

Priority cannot be absolute; it should be granted taking into account the effect on the normal storage, handling and transport operations and the functioning of the entire transport chain, as otherwise congestion of non-transit goods could affect transit traffic operators themselves.

The application of this provision may also be dependent upon physical conditions at the border points concerned, such as the availability of a lane allowing transit vehicles to pass other vehicles, etc.

Article 18

These controls, necessary for the protection of public health, have to be exhaustive to be efficient (one single individual, animal or plant, if contaminated, can cause an epidemic).

Controls carried out in one country are not always valid in another country since the goods might be contaminated during the course of transport. However, the time spent for these controls can be reduced if the services concerned co-ordinate their work so that inspection can be carried out at the same place and at the same time.

Article 19

Shipping marks differ widely between countries and between means of transport, they often contain information which is not required for the purpose of identifying the consignment. This creates problems at all places where the goods are to be identified against documents and results in delays in tallying and other control procedures. In order to improve this situation, to reduce cost and to permit automatic data processing, it is suggested to introduce simple, standardized shipping marks to identify a consignment. According to Recommendation No.15 of the ECE Working Party on Facilitation of International Trade Procedures the four information elements specified in Article 19 would satisfy the essential needs of the operators.

The effects of the standardization can be illustrated by the following example:

Complicated Shipping Mark

ASSOCIATED BUYING CORPORATION LIMITED
BOMBAY INDIA
CONTRACT NO.1234
IMPORT LICENCE NO. SA-100-77-35790
PACKAGE NO. 1 OF 25
DESTINATION: BOMBAY INDIA
NET WEIGHT: 401 KGS
GROSS WEIGHT: 462 KGS
DIMENSIONS: 105CMLx90CMWx62CMH
CONTRACTOR: STANDARD TRADING CO LTD
TOKYO JAPAN
MADE IN THE UNITED KINGDOM

Simple Shipping Mark

ABC
1234
BOMBAY
1/25

they are not authenticated through means of a handwritten signature.

The term "plain paper" refers to documents which have been printed out on plain paper in a computer printer or similar device, or where documents are reproduced in a process whereby the normally pre-printed lines and headings of the form are copied together with the filled-in data entries onto plain paper, (duly authenticated, as required). The term does not imply that documents can be presented without appropriate headings identifying the data entries.

Article 14

When the transport is covered by a negotiable Bill of Lading, the shipping agent can only release the goods to the person evidencing ownership of the goods by producing an original Bill of Lading. When a non-negotiable Bill of Lading (Sea Waybill) is used, goods can be released to the person whose name is shown as consignee, whether or not holding a copy of the document.

In any case, the submission of a Bill of Lading or any other transport document is of concern only to the shipping agent; Customs authorities should base their procedure on the Cargo Declaration ("Ship's Manifest", "Ship's Report") which establishes liability between the shipping agent and the Customs. It is for the shipping agent to indicate who is entitled to take delivery of the goods, once cleared through Customs and released by the Port Authority; these authorities should refrain from requiring the submission of a transport document other than in cases of suspected fraud etc. An exception is the case when an agency such as a Port Authority assumes the responsibility for goods in its custody, as an intermediary between the carrier and the consignee.

Article 15

It is essential that Northern Corridor States join forces in order to agree on the structure for and organization of a joint operational control of transit traffic.

This concerns all the links of the transport chain but, above all, the port of Mombasa. The Port link of the transit chain is more complex than others because it involves the transfer, including the handling of goods, from one mode of transport to another and the consequential transfer of responsibility from one operator to another. There are often

conflicting interests involved in those operations and this is one of the reasons for introducing systems in various ports for co-ordination and centralization of information relating to the movement of goods, enabling proper monitoring of transit operations without impeding them.

The basis for such systems is a joint "decision making process" by interested parties (Port Authority, shipping agents, road and rail carriers, freight forwarders and Customs). In a typical such system, they pool the data that each of them has collected for his own purpose and they co-ordinate, at daily meetings, the activities for the following day, taking into account the arrival of cargo, the degree of urgency, the availability of means of transport, etc.

Besides, through telecommunication networks such monitoring systems can be linked directly with the land-locked countries, making it possible at any time to follow the flow of goods to their final destination. This facility can be used for the allocation of rail wagons or road vehicles as well as for Customs control purposes, e.g. for committing or releasing the bond required for Customs transit.

Such systems operate with relatively simple data processing and data transmission equipment and the cost is rapidly repaid through the savings made by users: the Port Authority which immediately optimizes the management of handling equipment and storage areas; carriers who obtain improved information on cargo available, enabling them to plan the utilization of their transport equipment in a more efficient way.

Article 16

The provisions of Article 16 have not been included in Protocol No 3 on Customs control as they refer to the general principles of examination rather than to any particular Customs aspects thereof. The provision aims at limiting examinations to a strict minimum, and to avoid exhaustive "routine" examinations which often cause unnecessary delays.

"Selective random controls" means that, for instance, one truck is selected out of every twenty or, examining one truck, one crate is selected out of ten, or that *all* vehicles passing one particular day are examined, etc. Under all circumstances, Customs are entitled to examine goods in the case of inconsistencies in or between documents, or on suspicion of fraud.

The simple shipping mark can be supplemented by additional information required in certain cases, e.g. such information marks which do not form part of the shipping mark and are not reproduced in documents (gross weight, net weight, country of origin, import licence No., linear dimensions, etc.).

Article 20

This article is formulated in general terms and aims at providing for the setting up of appropriate structures for the follow-up on facilitation measures in an orderly manner; it is particularly important that not only the Public Sector but also private enterprises concerned with international trade transport and transit should be associated in that effort. National facilitation bodies exist in many countries, also among the Contracting Parties. Preferably,

such bodies should be set up by all the Contracting Parties, thus making it possible to arrange for co-operation between them as is the case in other parts of the world (e.g. NORDIPRO, joint body for DANPRO, FINPRO, NORPRO and SWEPRO; COMPRO, joint body for DEUPRO, DANPRO, EIRPRO, ITALPRO, SIMPROFRANCE, SIPROCOM, SITPRO and SITPRONETH).

Article 21

National facilitation bodies exist in Kenya (KENPRO) and in Uganda (UGAPRO). The other Contracting Parties should either create such facilitation bodies, or designate their national body competent to handle such matters.