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Contents

I *Acts whose publication is obligatory*

★ European Agreement concerning the work of crews of vehicles engaged in international road transport (AETR)	1
Annex: Individual control book	10
Protocol of signature	18

I

(Acts whose publication is obligatory)

**EUROPEAN AGREEMENT CONCERNING THE WORK OF CREWS OF VEHICLES
ENGAGED IN INTERNATIONAL ROAD TRANSPORT (AETR) ⁽¹⁾**

THE CONTRACTING PARTIES,

BEING DESIROUS of promoting the development and improvement of the international transport of passengers and goods by road,

CONVINCED OF the need to increase the safety of road traffic, to make regulations governing certain conditions of employment in international road transport in accordance with the principles of the International Labour Organization, and jointly to adopt certain measures to ensure the observance of those regulations,

HAVE AGREED AS FOLLOWS:

Article 1

Definitions

For the purposes of this Agreement:

- (a) 'vehicle' means any motor vehicle or trailer; this term includes any combination of vehicles;
- (b) 'motor vehicle' means any self-propelled road vehicle which is normally used for carrying persons or goods by road or for drawing, on the road, vehicles used for the carriage of persons or goods; this term does not include agricultural tractors;
- (c) 'trailer' means any vehicle designed to be drawn by a motor vehicle and includes semi-trailers;
- (d) 'semi-trailer' means any trailer designed to be coupled to a motor vehicle in such a way that part of it rests on the motor vehicle and that a substantial part of its weight and of the weight of its load is borne by the motor vehicle;
- (e) 'combination of vehicles' means coupled vehicles which travel on the road as a unit;
- (f) '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;
- (g) 'road transport' ['carriage by road'] means:
 - (i) any journey by road of a vehicle, whether laden or not, intended for the carriage of passengers and having more than eight seats in addition to the driver's seat,
 - (ii) any journey by road of a vehicle, whether laden or not, intended for the carriage of goods,
 - (iii) any journey which involves both a journey as defined in either (i) or (ii) of this definition and, immediately before or after the said journey, the conveyance of the vehicle by sea, rail, air or inland waterway;
- (h) 'international road transport' ['international carriage by road'] means road transport which involves the crossing of at least one frontier;
- (i) 'regular passenger services' means services for the transport of passengers at specified intervals on specified routes; such services may take up or set down passengers at predetermined stopping points.

⁽¹⁾ Council Regulation (EEC) No 2829/77 of 12 December 1977 (OJ No L 334, 24. 12. 1977, p. 11).

Terms of carriage covering in particular operating schedules (timetable, frequency), tariffs and the obligation to carry shall be specified in operating rules or equivalent documents approved by the competent public authorities of the Contracting Parties and published by the carrier before they are put into effect, in so far as such terms are not already laid down in laws and regulations or in administrative provisions.

Any service by whatever person organized, catering only for specific categories of passengers to the exclusion of others, such as a service for the carriage of workers to and from their place of work and of schoolchildren to and from school, shall also be treated as a regular service in so far as it complies with the conditions set out in the first subparagraph of this definition;

(j) 'driver' means any person, whether wage-earning or not, who drives the vehicle even for a short period, or who is carried on the vehicle in order to be available for driving if necessary;

(k) 'crew member' means the driver or either of the following, whether wage-earning or not:

(i) a driver's mate, i.e. any person accompanying the driver in order to assist him in certain manoeuvres and habitually taking an effective part in the transport operations, though not a driver in the sense of paragraph (j) of this Article,

(ii) a conductor, i.e. any person who accompanies the driver of a vehicle engaged in the carriage of passengers and is responsible in particular for the issue or checking of tickets or other documents entitling passengers to travel on the vehicle;

(l) 'week' means any period of seven consecutive days;

(m) 'daily rest period' means any uninterrupted period in accordance with Article 6 of this Agreement during which a crew member may freely dispose of his time;

(n) 'off-duty period' means any uninterrupted period of at least 15 minutes, other than the daily rest period, during which a crew member may freely dispose of his time;

(o) 'occupational activities' means the activities represented by Items 6, 7 and 7a in the daily sheet of

the individual control book shown in the Annex to this Agreement.

Article 2

Scope

1. This Agreement shall apply in the territory of each Contracting Party to all international road transport performed by any vehicle registered in the territory of the said Contracting Party or in the territory of any other Contracting Party.

2. Nevertheless:

(a) if, in the course of an international road transport operation one or more crew members do not leave the national territory in which they normally exercise their occupational activities, the Contracting Party for that territory shall be free not to apply to him or them the provisions of this Agreement;

(b) unless the Contracting Parties whose territory is used agree otherwise, this Agreement shall not apply to the international road transport of goods performed by a vehicle having a permissible maximum weight not exceeding 3.5 tonnes;

(c) two Contracting Parties with adjoining territories may agree that the provisions of the domestic laws and regulations of the State in which the vehicle is registered and the provisions of arbitral awards and collective agreements in force in that State shall alone be applicable to international road transport confined to their two territories if the vehicle concerned:

— does not while in one of those territories travel beyond a zone contiguous to the frontier and defined by agreement between the two Contracting Parties as a 'frontalier' zone, or

— crosses one of those territories in transit only;

(d) Contracting Parties may agree that the provisions of the domestic laws and regulations of the State in which the vehicle is registered and the provisions of arbitral awards and collective agreements in force in that State shall alone be applicable to certain international road transport operations confined to their territories and covering a distance of less than 100 kilometres from the point of departure to the point of arrival of a vehicle, and to regular passenger services.

*Article 3***Application of some provisions of the Agreement to road transport performed by vehicles registered in the territories of non-contracting States**

1. Each Contracting Party shall apply in its territory, in respect of international road transport performed by any vehicle registered in the territory of a State which is not a Contracting Party to this Agreement, provisions not less strict than those laid down in Articles 5, 6, 7, 8, 9, 10, 11 and 12 (1), (2), (6) and (7) of this Agreement.

2. However, any Contracting Party shall be free not to apply the provisions of paragraph 1 of this Article:

- (a) to the international carriage of goods by road by a vehicle whose permissible maximum weight does not exceed 3.5 tonnes;
- (b) to international road transport confined to its territory and to the territory of an adjoining State which is not a Contracting Party to this Agreement if the vehicle concerned does not while in its territory travel beyond a zone contiguous to the frontier and defined as a frontalier zone or if it crosses its territory in transit only.

*Article 4***General principles**

1. In all international road transport to which this Agreement applies, the undertaking and crew members shall observe in the matter of rest periods, driving periods and manning, the rules laid down by domestic laws and regulations in the district of the State in which the crew member normally exercises his occupational activities and by arbitral awards or collective agreements in force in that district; the rest periods and driving periods shall be calculated in conformity with the said laws and regulations, arbitral awards or collective agreements. In so far as the rules thus applicable are not at least as strict as the provisions of Articles 6, 7, 8, 9, 10 and 11 of this Agreement, the latter provisions shall be observed.

2. Except by special agreement between the Contracting Parties concerned, or except to the extent that pursuant to Article 2 (2) of this Agreement certain provisions of this Agreement are not applied, no Contract-

ing Party shall enforce observance of the provisions of its domestic laws and regulations regarding the matters dealt with in this Agreement by undertakings of another Contracting Party, or by crew members of vehicles registered by another Contracting Party, in cases where the said provisions are stricter than those of this Agreement.

*Article 5***Conditions to be fulfilled by drivers**

1. The minimum age of drivers engaged in the international road transport of goods shall be:

- (a) for vehicles of a permissible maximum weight not exceeding 7.5 tonnes, 18 years;
- (b) for other vehicles:
 - (i) 21 years, or
 - (ii) 18 years where the person concerned holds a certificate of professional competence recognized by the Contracting Party in whose territory the vehicle is registered and confirming the completion of a training course for drivers of vehicles intended for the carriage of goods by road. However, in the case of drivers whose age is less than 21 years any Contracting Party may:

— prohibit them from driving such vehicles in its territory even if they hold the certificate aforesaid, or

— restrict permission to drive such vehicles to those who hold certificates which it recognizes as having been issued after the completion of a training course for drivers of vehicles intended for the carriage of goods by road equivalent to the course prescribed by its own domestic laws and regulations.

2. If under the provisions of Article 10 of this Agreement two drivers are required to be on board, one of the drivers shall have reached the age of 21 years.

3. Drivers engaged in the international road transport of passengers shall have reached the age of 21 years.

4. Drivers of vehicles shall be responsible and trustworthy. They shall possess sufficient experience and the qualifications essential to the performance of the services required.

*Article 6***Daily rest period**

1. (a) Except in the cases referred to in paragraphs 3 and 4 of this Article, every crew member assigned to the international road transport of goods shall have had a daily rest period of not less than 11 consecutive hours in the period of 24 hours preceding any time when he is exercising one of his occupational activities.
- (b) The daily rest period referred to in subparagraph (a) of this paragraph may, not more than twice in the course of any one week, be reduced to not less than nine consecutive hours provided that the rest period can be taken at the crew member's normal place of residence; or, not more than twice in the course of any one week, to not less than eight consecutive hours in cases where for operational reasons the rest period cannot be taken at the crew member's normal place of residence.
2. (a) Except in the cases referred to in paragraphs 3 and 4 of this Article, every crew member assigned to the international road transport of passengers shall have had, in the period of 24 hours preceding any time when he is exercising one of his occupational activities, either:
 - (i) a daily rest period of not less than 10 consecutive hours, which shall not be reduced during the week, or
 - (ii) a daily rest period of not less than 11 consecutive hours, which may be reduced twice a week to not less than 10 consecutive hours and twice a week to not less than nine consecutive hours, provided that in the latter two cases the transport operation shall include a scheduled break of not less than four consecutive hours, or two scheduled breaks each of not less than two consecutive hours and that during these breaks the crew member shall neither exercise any of his operational activities nor perform any other work as an occupation.
- (b) The individual control book referred to in Article 12 of this Agreement shall contain particulars showing the daily rest system applied during the current week to the crew member assigned to the international road transport of passengers.

3. If the vehicle is manned by two drivers and has no bunk enabling crew members to lie down comfortably,

each crew member shall have had a daily rest period of not less than 10 consecutive hours during the period of 27 hours preceding any time when he is exercising one of his occupational activities.

4. If the vehicle is manned by two drivers and has a bunk enabling crew members to lie down comfortably, each crew member shall have had a daily rest period of not less than eight consecutive hours during the period of 30 hours preceding any time when he is exercising one of his occupational activities.

5. The rest periods specified in this Article shall be taken outside the vehicle; however, if the vehicle has a bunk enabling crew members to lie down comfortably, the rest periods may be taken on that bunk provided that the vehicle is stationary.

*Article 7***Daily driving period, maximum weekly and fortnightly driving period**

1. The total driving time between two consecutive daily rest periods as prescribed by Article 6 of this Agreement, which driving time is hereinafter referred to as 'the daily driving period', shall not exceed eight hours.
2. In the case of drivers of vehicles other than vehicles as referred to in Article 10 of this Agreement, the daily driving period may, by derogation from the provisions of paragraph 1 of this Article, be extended to nine hours not more than twice in one week.
3. The driving time may not exceed 48 hours in one week or 92 hours in one fortnight.

*Article 8***Maximum continuous driving periods**

1. (a) No continuous driving period shall exceed four hours except where the driver cannot reach a convenient stopping place or his destination; in such a case the driving period may be extended by not more than 30 minutes, provided that the use of this option does not result in a breach of the provisions of Article 7 of this Agreement.
- (b) Any driving period which is interrupted only by breaks not meeting at least the provisions of paragraph 2 or 3 of this Article shall be deemed to be continuous.

2. (a) For drivers of vehicles as referred to in Article 10 of this Agreement, driving shall be interrupted for not less than one hour at the end of the period referred to in paragraph 1 of this Article.

(b) This break may be replaced by two uninterrupted breaks of not less than 30 minutes each, spaced out over the daily driving period in such a way that the provisions of paragraph 1 of this Article are complied with.

3. (a) For drivers of vehicles other than vehicles as referred to in Article 10 of this Agreement, and where the daily driving period does not exceed eight hours, driving shall be interrupted for not less than 30 consecutive minutes at the end of the period referred to in paragraph 1 of this Article.

(b) This break may be replaced by two uninterrupted breaks of not less than 20 minutes each or by three uninterrupted breaks of not less than 15 minutes each, which may all be spaced out over the driving period referred to in paragraph 1 of this Article or may in part fall within that period and in part immediately follow it.

(c) If the daily driving period exceeds eight hours the driver shall be required to discontinue driving during not less than two uninterrupted periods of 30 minutes.

4. During breaks as referred to in paragraph 2 or 3 of this Article the driver shall not engage in any occupational activity other than supervision of the vehicle and its load. However, if the vehicle is manned by two drivers the requirements of paragraph 2 or 3 of this Article shall be deemed to be met if the driver who is having his break does not engage in any of the activities falling under Item 7a in the daily sheet of the individual control book referred to in Article 12 of this Agreement.

Article 9

Weekly rest period

1. In addition to the daily rest periods referred to in Article 6 of this Agreement, every crew member shall have a weekly rest period of not less than 24 consecutive hours which shall be immediately preceded or followed by a daily rest period conforming to the provisions of the said Article 6.

2. (a) However, during the period 1 April to 30 September inclusive, the weekly rest period referred to in paragraph 1 of this Article may be replaced, for crew members of vehicles used for the international road transport of passengers, by a rest period of not less than 60 consecutive hours to be taken in full before the expiry of any maximum period of 14 consecutive days. This rest period shall be immediately preceded or followed by a daily rest period conforming to the provisions of Article 6 of this Agreement.

(b) The provisions of this paragraph shall not apply to crew members of vehicles used on regular passenger services.

Article 10

Manning

In the case of:

(a) a combination of vehicles including more than one trailer or semi-trailer, or of

(b) a combination of vehicles used for the carriage of passengers where the permissible maximum weight of the trailer or semi-trailer exceeds five tonnes, or of

(c) a combination of vehicles used for the carriage of goods where the permissible maximum weight of the combination of vehicles exceeds 20 tonnes,

the driver shall be accompanied by another driver from the start of the journey, or be replaced by another driver after 450 kilometres, if the distance to be travelled between two consecutive daily rest periods exceeds 450 kilometres.

Article 11

Exceptional cases

Provided that there is no detriment to road safety, the driver may depart from the provisions of Articles 6, 7, 8 and 10 of this Agreement in case of danger, in case of *force majeure*, to render aid, or as a result of a breakdown, to the extent necessary to ensure the safety of persons, of the vehicle or of its load and to enable him to reach a suitable stopping place or, according to circumstances, the end of his journey. The driver shall record in the individual control book the nature of and reason for his departure from those provisions.

*Article 12***Individual control book**

1. Every driver or driver's mate shall enter in an individual control book, as the day proceeds, a record of his occupational activities and rest periods. He shall keep the book with him and produce it whenever required by the control authorities.

2. The specifications with which the control book must comply and the requirements to be met in keeping the records are set out in the Annex to this Agreement.

3. The Contracting Parties shall take all necessary measures concerning the issue and control of individual control books, and, in particular, measures required to prevent the simultaneous use of two such books by the same crew member.

4. Every undertaking shall keep a register of the individual control books it uses; the register shall show at least the name of the driver or driver's mate to whom the book is issued, the driver's or driver's mate's signature in the margin, the number of the book, the date of issue to the driver or driver's mate and the date of the last daily sheet completed by the driver or driver's mate before final return of the control book to the undertaking after use.

5. Undertakings shall keep the used books for a period of not less than 12 months after the date of the last entry and shall produce them together with the registers of issue, at the request of the control authorities.

6. At the beginning of an international road transport operation every driver or driver's mate shall have with him an individual control book conforming to the specifications in the Annex to this Agreement, in which the data relating to the seven days preceding that on which the transport operation begins shall be entered. However, if domestic laws and regulations of the State where the driver or driver's mate exercises his occupational activities do not prescribe the obligation to use an individual control book conforming to the specifications in the Annex to this Agreement for road transport operations which are not international, it will suffice if the data relating to the 'uninterrupted rest period before coming on duty' and the 'daily driving periods' during the seven days concerned appear against Items 12 and 13 of the daily sheets or in the weekly report of the individual control book conforming to the specifications in the Annex to this Agreement.

7. It shall be open to any Contracting Party, in the case of a vehicle registered in a State which is not a Con-

tracting Party to this Agreement, merely to require, in lieu of an individual control book conforming to the specifications in the Annex to this Agreement, papers made out in the same form as the daily sheets of the said book.

*Article 13***Supervision by the undertaking**

1. The undertaking shall so organize road transport operations that crew members are able to comply with the provisions of this Agreement.

2. It shall make a regular check of driving periods, hours of other work and rest periods by referring to all documents at its disposal such as the individual control books. Should it discover any breach of this Agreement it shall take prompt action to end it and to avoid its repetition, for example by changing hours of work and routes.

*Article 14***Measures of enforcement of the Agreement**

1. Each Contracting Party shall adopt all appropriate measures to ensure observance of the provisions of this Agreement, in particular by road checks and checks performed on the premises of undertakings. The competent administrations of the Contracting Parties shall keep one another informed of the general measures adopted for this purpose.

2. The Contracting Parties shall assist one another with a view to ensuring due and proper implementation of this Agreement and effective control; in particular, each Contracting Party undertakes to verify by spot checks of the individual control books that the requirements of this Agreement are being observed during international road transport performed by vehicles registered in its territory.

3. If a Contracting Party discovers a serious breach of the provisions of this Agreement committed by a person residing in the territory of another Contracting Party, the administration of the first Party shall inform the administration of the other Party of the breach discovered and of the penalty, if any, imposed.

*Article 15***Transitional provisions**

If this Agreement enters into force under the provisions of its Article 16 (4) before 31 December 1973, the Contracting Parties agree that until that date:

- (a) by derogation from the provisions of Article 7 (1) and (2) of this Agreement, the total driving time (daily driving period) between two consecutive daily rest periods as prescribed by Article 6 of this Agreement shall not exceed nine hours, whatever the vehicle or combination of vehicles driven;
- (b) any reference made in this Agreement to the provisions of its Article 7 (1) and (2) shall be construed as being made to the provisions of subparagraph (a) of this Article.

Final provisions*Article 16*

1. This Agreement shall be open for signature until 31 March 1971 and thereafter for accession, by States members of the Economic Commission for Europe and States admitted to the Commission in a consultative capacity under paragraph 8 of the Commission's terms of reference.

2. This Agreement shall be ratified.

3. The instruments of ratification or accession shall be deposited with the Secretary-General of the United Nations.

4. This Agreement shall enter into force on the 180th day after the date of deposit of the eighth instrument of ratification or accession.

5. In respect of each State which ratifies, or accedes to, this Agreement after the deposit of the eighth instrument of ratification or accession as referred to in paragraph 4 of this Article, the Agreement shall enter into force 180 days after the deposit by that State of its instrument of ratification or accession.

Article 17

1. Any Contracting Party may denounce this Agreement by notice addressed to the Secretary-General of the United Nations.

2. The denunciation shall take effect six months after the date on which the Secretary-General receives notice thereof.

Article 18

This Agreement shall cease to have effect if for any period of 12 consecutive months after its entry into force the number of Contracting Parties is less than three.

Article 19

1. Any State may, at the time of signing this Agreement or of depositing its instrument of ratification or accession or at any time thereafter, declare by notification addressed to the Secretary-General of the United Nations that the validity of the Agreement shall be extended to all or any of the territories for the international relations of which it is responsible. The Agreement shall apply to the territory or territories named in the notification as from the 180th day after receipt of the notification by the Secretary-General or, if on that day the Agreement has not yet entered into force, as from the date of its entry into force.

2. Any State which has made a declaration under the preceding paragraph making this Agreement applicable to a territory for whose international relations it is responsible may denounce the Agreement separately in respect of that territory in conformity with the provisions of Article 17 hereof.

Article 20

1. Any dispute between two or more Contracting Parties concerning the interpretation or application of this Agreement shall so far as possible be settled by negotiation between them.

2. Any dispute which is not settled by negotiation shall be submitted to arbitration if any one of the Contracting Parties concerned in the dispute so requests and shall accordingly be referred to one or more arbitrators selected by agreement between the Parties in dispute. If within three months from the date of the request for arbitration the Parties in dispute are unable to agree on the selection of an arbitrator or arbitrators, any of those Parties may request the Secretary-General of the United Nations to appoint a single arbitrator to whom the dispute shall be referred for decision.

3. The decision of the arbitrator or arbitrators appointed under the preceding paragraph shall be binding on the Contracting Parties in dispute.

Article 21

1. Any State may, at the time of signing, ratifying, or acceding to, this Agreement, declare that it does not consider itself bound by Article 20 (2) and (3) hereof. The other Contracting Parties shall not be bound by the said paragraphs with respect to any Contracting Party which has entered such a reservation.

2. If at the time of depositing its instrument of ratification or accession a State enters a reservation other than that provided for in paragraph 1 of this Article, the Secretary-General of the United Nations shall communicate the reservation to the States which have previously deposited their instruments of ratification or accession and have not since denounced this Agreement. The reservation shall be deemed to be accepted if none of the said States has, within six months after such communication, expressed its opposition to acceptance of the reservation. Otherwise the reservation shall not be admitted, and, if the State which entered the reservation does not withdraw it the deposit of that State's instrument of ratification or accession shall be without effect. For the purpose of the application of this paragraph the opposition of States whose accession or ratification is, in virtue of this paragraph without effect by reason of reservations entered by them, shall be disregarded.

3. Any Contracting Party whose reservation has been adopted in the Protocol of signature of this Agreement or who has entered a reservation pursuant to paragraph 1 of this Article, or made a reservation which has been accepted pursuant to paragraph 2 of this Article may at any time withdraw such reservation by a notification addressed to the Secretary-General.

Article 22

1. After this Agreement has been in force for three years any Contracting Party may, by a notification addressed to the Secretary-General of the United Nations, request that a conference be convened for the purpose of revising the Agreement. The Secretary-General shall notify all Contracting Parties of the request and shall convene a revision conference if not less than one-third of the Contracting Parties signify their assent to the request within a period of four months from the date of the notification by the Secretary-General.

2. If a conference is convened in conformity with the preceding paragraph the Secretary-General shall notify all the Contracting Parties and invite them to submit within a period of three months such proposals as they wish the conference to consider. The Secretary-General shall circulate to all Contracting Parties the provisional

agenda for the conference, together with the text of such proposals, not less than three months before the date on which the conference is to meet.

3. The Secretary-General shall invite to any conference convened under this Article all the States referred to in Article 16 (1) of this Agreement.

Article 23

1. Any Contracting Party may propose one or more amendments to this Agreement. The text of any proposed amendment shall be communicated to the Secretary-General of the United Nations, who shall communicate it to all Contracting Parties and inform thereof all the other States referred to in Article 16 (1) of this Agreement.

2. Within a period of six months from the date on which the proposed amendment is communicated by the Secretary-General, any Contracting Party may inform the Secretary-General:

(a) that it has an objection to the amendment proposed; or

(b) that, although it intends to accept the proposal, the conditions necessary for such acceptance are not yet fulfilled in its State.

3. If a Contracting Party sends to the Secretary-General a communication such as is provided for in paragraph 2 (b) of this Article, it may, so long as it has not notified the Secretary-General of its acceptance of the proposed amendment, submit an objection to the proposed amendment within a period of nine months following the expiry of the six-month period provided for its communication.

4. If an objection to the proposed amendment is stated in accordance with the terms of paragraphs 2 and 3 of this Article, the amendment shall be deemed not to have been accepted and shall be of no effect.

5. If no objection to the proposed amendment has been stated under paragraphs 2 and 3 of this Article, then the amendment shall be deemed to have been accepted as from the date specified below:

(a) if no Contracting Party has sent a communication to the Secretary-General under paragraph 2 (b) of this Article: on the expiry of the period of six months referred to in paragraph 2 of this Article;

(b) if any Contracting Party has sent a communication to the Secretary-General under paragraph 2 (b) of this Article: on the earlier of the following two dates:

- the date by which all the Contracting Parties which sent such communications have notified the Secretary-General of their acceptance of the proposal, subject to the proviso that, if all the acceptances were notified before the expiry of the period of six months referred to in paragraph 2 of this Article, this date shall be taken to be the date of expiry of the said six-month period,
- the date of expiry of the period of nine months referred to in paragraph 3 of this Article.

6. Any amendment deemed to be accepted shall enter into force three months after the date on which it was deemed to be accepted.

7. The Secretary-General shall as soon as possible notify all Contracting Parties whether an objection to the proposed amendment has been stated under paragraph 2 (a) of this Article and whether he has received from one or more Contracting Parties a communication under paragraph (2) (b) of this Article. If he has received such a communication from one or more Contracting Parties, he shall subsequently inform all the Contracting Parties whether the Contracting Party or Parties which have made such a communication raise an objection to or accept the proposed amendment.

8. Independently of the amendment procedure laid down in paragraphs 1 to 6 of this Article, the Annex to this Agreement may be modified by agreement between the competent administrations of all the Contracting Parties; if the competent administration of a Contracting Party has stated that under its domestic law its agreement is contingent on special authorization for the purpose, or on the approval of a legislative body, the consent of the competent administration of the Contracting Party concerned to the modification of the Annex shall not be deemed to have been given until the said competent administration has notified the Secretary-General that the necessary authorization or approval has been obtained. The agreement between the competent administrations shall appoint the date of entry into force of the modified Annex, and may provide that, during a transitional period, the old Annex

shall remain in force, wholly or in part, concurrently with the modified Annex.

Article 24

In addition to the notifications referred to in Articles 22 and 23 of this Agreement, the Secretary-General of the United Nations shall notify the States referred to in Article 16 (1) hereof of:

- (a) ratifications or accessions under Article 16 of this Agreement;
- (b) the dates of entry into force of the present Agreement, in conformity with Article 16 hereof;
- (c) denunciations under Article 17 of this Agreement;
- (d) the termination of this Agreement in conformity with Article 18 thereof;
- (e) notifications received under Article 19 of this Agreement;
- (f) declarations and notifications received under Article 21 of this Agreement;
- (g) the entry into force of any amendment in conformity with Article 23 of this Agreement.

Article 25

The Protocol of signature of this Agreement shall have the same force, validity and duration as the Agreement itself, of which it shall be deemed to be an integral part.

Article 26

After 31 March 1971 the original of this Agreement shall be deposited with the Secretary-General of the United Nations, who shall transmit certified true copies to each of the States referred to in Article 16 (1) hereof.

In witness whereof, the undersigned, being duly authorized thereto, have signed this Agreement.

Done at Geneva, this first day of July nineteen hundred and seventy, in a single copy, in the English and French languages, the two texts being equally authentic.

ANNEX

INDIVIDUAL CONTROL BOOK

GENERAL PROVISIONS

Reminder of the provisions of laws and regulations

1. It is desirable that the individual control book should contain a reminder of the principal provisions to be observed by crew members.

Numbering of book

2. The individual control book shall be numbered by perforation or stamping.

Format of book

3. The individual control book shall have the standard A6 format (105 × 148 mm) or a larger format.

Signing of book

4. The signature of the crew members shall appear on both the daily sheet and the weekly report. The employer's signature shall appear on the weekly report.

Contents of book

5. Subject to the provisions of paragraph 7, the individual control book shall conform to the attached model; it shall comprise:

- (a) a front sheet;
- (b) instructions for the use of the book;
- (c) daily sheets;
- (d) an example of a completed daily sheet;
- (e) weekly reports.

6. Every Contracting Party shall prescribe in respect of books issued in its territory, how the crew member shall enter the periods of his occupational activities other than driving periods. Every Contracting Party may select either of the following procedures for this purpose:

- (a) periods of occupational activities, other than driving, shall be entered under the symbol ☒ no distinction being made between periods of actual work and other periods on duty; or
- (b) periods of occupational activities, other than driving, shall be so entered, as to show separately:
 - opposite the symbol  actual work, other than driving,
 - opposite the symbol ☒ periods on duty other than those entered opposite symbols  and .

7. Every Contracting Party may prescribe, in respect of the individual control books issued in its territory:

- (a) that the chart shown on the daily sheet shall be set out in a single strip covering the period from midnight to midnight (0 to 24 hours);
- (b) that the daily sheet shall be kept in more than one copy;
- (c) that additional particulars or headings, or variants, shall be inserted, on condition that the general layout of the book remains unaltered and that the numbers or capital letters opposite the items as shown in the following model are left unchanged;
- (d) such amendment or additional information as provisions adopted in pursuance of paragraph 6 above may necessitate in connection with the symbols corresponding to Items 7 ☒, 7a , 14 ☒ and 14a  of the daily sheet;
- (e) that the boxes opposite Items Ha, Hb and/or I of the weekly report shall not be completed;
- (f) that daily sheets more than two weeks old shall be detached.

MODEL INDIVIDUAL CONTROL BOOK

(a) Front sheet

I. **INDIVIDUAL CONTROL BOOK****FOR CREW MEMBERS
IN ROAD TRANSPORT**

II. Country:

III. Date book first used: 19.....

IV. Date book last used: 19.....

V. Surname, first name(s), date of birth and address of holder of book:

.....

.....

VI. Name, address, telephone number and stamp (if any) of the undertaking:

.....

.....

.....

.....

Book No

(b) Instructions**INSTRUCTIONS
FOR THE USE OF THE INDIVIDUAL CONTROL BOOK**

1. This individual control book is issued in conformity with (specify relevant laws and regulations).
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To the undertaking

2. After completing Items V and VI on the front sheet, issue a book to each crew member employed by you, in conformity with the laws and regulations referred to in paragraph 1 above.
3. Keep a register showing the names of the persons to whom books have been issued, the serial number of each book issued, and the dates of issue. Require the holder to sign in the margin of the register.
4. Give the holder the necessary instructions for correct use of the book.
5. Examine the daily sheets and the weekly report every week or, if prevented from doing so, as soon thereafter as possible. Sign the weekly report.
6. Withdraw the used books, observing the time limit specified in paragraph 9 below, and hold them at the disposal of the control authorities for not less than one year. Enter the date of the last daily sheet in the register referred to in paragraph 3 above.

To crew members

7. This control book is personal. Carry it with you when on duty and produce it to the control authorities on request. Hand it over to your employer when you leave the undertaking.
8. Produce this control book to your employer every week or, if prevented from doing so, as soon thereafter as possible, so that he can check your entries and sign the weekly report.
9. When the book is completed, keep it for two weeks so that you can produce it at any time to the control authorities, and then hand it as soon as possible to your employer. Keep a copy of the weekly reports.

Front sheet

10. Make sure that your surname, first name(s), date of birth and address are filled in correctly (Item V).
11. Enter the date on which you first use the book (Item III).
12. After use, enter the date when you last used the book (Item IV).

Daily sheet

13. Fill in a daily sheet for every day on which you have been employed as a crew member.
14. Enter in box 2 the registration number of any vehicle used during the day.
15. The symbols used have the following meaning:

-  total duration of rest period before going on duty
-  daily rest period
-  off-duty period
-  driving period

(1st variant) (*)

☒ period of occupational activities other than driving

(2nd variant) (*)

 actual work other than driving;

☒ periods of duty other than those covered by symbols  and .

16. Enter your period of daily rest (symbol ) , off-duty periods (symbol ) and the time during which you were engaged in activities represented by symbols [first variant] (*) 6  , 7 ☒ , [second variant] (*) 6  , 7 ☒ and 7a , by drawing a horizontal line across the hours concerned opposite the appropriate symbol, and connect the horizontal lines by vertical lines. There will thus be a continuous line over the full length of each strip (see example in the book).

17. Entries must be made at the beginning and end of each period to which they relate.

18. In box 16 ('Remarks') enter the name of the second driver, if any. This box may also be used to explain any breach of the requirements or to correct particulars given elsewhere (see paragraph 25). The employer or the control authorities may also insert their remarks in this box.

19. Opposite box 12 , enter the number of hours of uninterrupted rest (daily rest) taken immediately before coming on duty. If this period begins in one day and ends in the following day the figure will be the total achieved by adding together the rest period taken at the end of the previous day and the rest period taken at the beginning of the day to which the sheet relates.

20. Before departure, enter opposite 'Beginning of duty' in box 11 the number of kilometres (miles) shown on the recorder; at the end of duty, enter opposite 'End of duty' in box 11 the new number of kilometres (miles) shown on the recorder and note the total distance covered.

21. Sign the daily sheet.

(*) The variant used will depend on the choice made by the Contracting Party in accordance with paragraph 6 of the general provisions. Only the variant so selected will appear in the individual control book.

Weekly report

22. This report should be made out at the end of every period of one week in which one or more daily sheets have been made out. For days on which you were on duty without being a crew member, i.e. for which there was no need to make out a daily sheet, enter the figure '0' opposite box G and the duration of duty periods opposite boxes Ha and Hb; if you did engage in a particular activity, enter the figure '0' opposite the appropriate box. For days on which you were not on duty, enter the figure '0' opposite boxes G, Ha and Hb and add an explanation, such as 'on leave', 'day off'.

23. Enter opposite boxes F and G the figures shown opposite boxes 12 and 13 of the relevant daily sheets.

Additional instruction applicable where domestic laws and regulations require crew members to keep an individual control book for international transport operations only

24. Before starting on an international transport operation, enter opposite boxes 12 and 13 in the daily sheets for the seven days preceding that on which the operation begins particulars of the total periods of uninterrupted rest taken before going on duty, and particulars of the daily driving periods; or make out a weekly report covering those seven days.

General note

25. No erasures, corrections or additions may be made in the book. Any mistakes, even of form only, must be corrected under 'Remarks' (box 16).

26. No sheets may be destroyed.

27. All entries must be made in ink.

(c) Daily sheet

2. Registration No of vehicle(s)		1. DAILY SHEET No		3. Day of week and date									
		1	2	3	4	5	6	7	8	9	10	11	12
4.													
5.													
6.													
7.													
7a													
		13	14	15	16	17	18	19	20	21	22	23	24
4.													
5.													
6.													
7.													
7a													
8. Place of coming on duty:		9. Place of going off duty:											
10. Transport of goods. Permissible maximum weight of the combination of vehicles – Lorry with trailer or articulated vehicle (where applicable):													
10a. Passenger transport. System of daily rest selected:		Number of hours											
11. Distance recorder: End of duty: km/miles Beginning of duty: km/miles													
Total distance covered..... km/miles													
16. Remarks and signature:													
		15. Total 13 + 14 + 14a if applicable											

(d) Specimen of a completed daily sheet

2. Registration No of vehicle (s) 3. 462 HB 75		1. DAILY SHEET No 21		3. Day of week and date Tuesday, 15 September 1972	
4. 5. 6. 7. 7a 1 2 3 4 5 6 7 8 9 10 11 12		4. 5. 6. 7. 7a 13 14 15 16 17 18 19 20 21 22 23 24		4. 5. 6. 7. 7a 13 14 15 16 17 18 19 20 21 22 23 24	
8. Place of coming on duty: Paris		9. Place of going off duty: Antwerp			
10. Transport of goods. Permissible maximum weight of the combination of vehicles – Lorry with trailer or articulated vehicle – (where applicable): 19t					
10a. Passenger transport. System of daily rest selected:		12.		Number of hours	
		10h		12	
11. Distance recorder:		13.		6 1/2	
End of duty: 91.430 km/miles		14.		1 1/2	
Beginning of duty: 91.090 km/miles		14a.		2 1/2	
Total distance covered 340 km/miles		15. Total		9 1/2	
16. Remarks and signature:		M. B. Willems			

Note 1:

In practice, boxes 10 and 10a will both be completed on the same daily sheet only where a crew member has carried out a passenger transport operation and a goods transport operation on the same day. In box 10a (completed only by crew members of passenger vehicles) the entry should be either '10 h' or '11 h', according to the system of daily rest periods applying to the crew member.

Note 2:

Opposite box 12, if 12 hours is entered as the total period of uninterrupted rest taken prior to going on duty, this means that the driver went off duty at 7 p.m. on the previous day, because adding the five hours from 7 p.m. to midnight on the previous day to the seven hours entered in box 4 gives a total of 12 hours.

(e) Weekly report

A. Surname and first name(s) of crew member

B.

WEEKLY REPORT

C. From

to

19

inclusive

D. Days of the weekly period									
E. Daily sheet No									
F. 									
Hours of occupational activities	G. 								
	Ha. 								
	Hb. 								
	I. G + Ha + Hb								

K. Remarks:

L. Date of preceding weekly rest period:

M. Signature of crew member:

N. Signature of employer:

Book No

PROTOCOL OF SIGNATURE

When signing the European Agreement Concerning the Work of Crews of Vehicles Engaged in International Road Transport, the undersigned, duly authorized, have agreed on the following:

The Contracting Parties declare that this Agreement is without prejudice to such provisions as may, if appropriate, subsequently be drawn up in the matter of the duration and spread-over of work.

ad Article 4 of the Agreement

The provisions of Article 4 (1) shall not be construed as rendering applicable, outside the State in which the vehicle performing the transport operation is registered, any prohibition of traffic on certain days or at certain hours which may apply in that State to certain categories of vehicles. The provisions of Article 4 (2) shall not be construed as preventing a Contracting Party from enforcing in its territory the provisions of its domestic laws and regulations which prohibit certain categories of vehicle traffic on certain days or at certain hours.

Every Contracting Party which, being a Party to a special agreement as referred to in Article 4 (2) of this Agreement, authorizes international transport operations beginning and ending in the territories of the Parties to the said special agreement by vehicles registered in the territory of a State which, being a Contracting Party to this Agreement, is not a Party to the said special agreement, may make it a condition for the conclusion of bilateral or multilateral agreements authorizing such transport operations that the crews performing those operations shall, in the territories of States

Parties to the said special agreement, comply with the provisions of the said special agreement.

ad Article 12 of the Agreement

The undersigned undertake to discuss after the Agreement has entered into force the insertion therein, by means of an amendment, of a clause providing for the use of a control device of approved type which when placed on the vehicle would so far as possible replace the individual control book.

ad Article 14 of the Agreement

The Contracting Parties recognize that it would be desirable for:

- each Contracting Party to adopt the measures necessary to enable it to institute proceedings on account of breaches of the provisions of the Agreement not only if the breaches are committed in its territory, but also if they are committed in the territory of another State during an international road transport operation performed by a vehicle which the Contracting Party has registered,
- them to afford one another assistance for the purpose of imposing penalties for breaches committed.

ad Annex to the Agreement

Notwithstanding paragraph 4 of the general provisions of the Annex to this Agreement, Switzerland may dispense with the requirement that employers must sign the weekly reports in the individual control book.

In witness whereof, the undersigned, being duly authorized thereto, have signed this Protocol.

Done at Geneva, this first day of July nineteen hundred and seventy, in a single copy, in the English and French languages, the two texts being equally authentic.
