# **ARCHIVES HISTORIQUES DE LA COMMISSION**

COM (78)216 Commission Commission

#### Disclaimer

Conformément au règlement (CEE, Euratom) n° 354/83 du Conseil du 1er février 1983 concernant l'ouverture au public des archives historiques de la Communauté économique européenne et de la Communauté européenne de l'énergie atomique (JO L 43 du 15.2.1983, p. 1), tel que modifié par le règlement (CE, Euratom) n° 1700/2003 du 22 septembre 2003 (JO L 243 du 27.9.2003, p. 1), ce dossier est ouvert au public. Le cas échéant, les documents classifiés présents dans ce dossier ont été déclassifiés conformément à l'article 5 dudit règlement.

In accordance with Council Regulation (EEC, Euratom) No 354/83 of 1 February 1983 concerning the opening to the public of the historical archives of the European Economic Community and the European Atomic Energy Community (OJ L 43, 15.2.1983, p. 1), as amended by Regulation (EC, Euratom) No 1700/2003 of 22 September 2003 (OJ L 243, 27.9.2003, p. 1), this file is open to the public. Where necessary, classified documents in this file have been declassified in conformity with Article 5 of the aforementioned regulation.

In Übereinstimmung mit der Verordnung (EWG, Euratom) Nr. 354/83 des Rates vom 1. Februar 1983 über die Freigabe der historischen Archive der Europäischen Wirtschaftsgemeinschaft und der Europäischen Atomgemeinschaft (ABI. L 43 vom 15.2.1983, S. 1), geändert durch die Verordnung (EG, Euratom) Nr. 1700/2003 vom 22. September 2003 (ABI. L 243 vom 27.9.2003, S. 1), ist diese Datei der Öffentlichkeit zugänglich. Soweit erforderlich, wurden die Verschlusssachen in dieser Datei in Übereinstimmung mit Artikel 5 der genannten Verordnung freigegeben.

## COMMISSION OF THE EUROPEAN COMMUNITIES

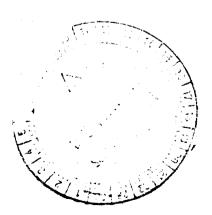
COM(78) 216 final.

Brussels, 22 May 1978

# Proposal for a COUNCIL REGULATION (EEC)

on the application of Decisions Nos. 1/78 and 2/78 of the EEC-Austria Joint Committee on Community Transit amending the Appendices of the Agreement

(submitted to the Council by the Commission)



COM(78) 216 final.

### Explanatory Memorandum

Subject: Application, in the Community, of Decisions 1/78 and 2/78

of the EEC- Austria Joint Committee - Community Transit

- 1. The EEC- Austria Joint Committee-Community Transit-adopted on 20 April 1978:
  - Decision No 1/78 amending Appendix III of the EEC- Austria Agreement on Community Transit (1) (amendment of guarantees and the certificate of guarantee);
  - Decision No 2/78 on the addition to the Agreement of a new Appendix IIA (introduction of a Community transit declaration form for use in an automatic or electronic data-processing system).
- 2. The draft Decisions have already been examined by the Council with a view to establishing a joint position of the Community (c f. doc. S/362/78 (AELE) (A 2)). There has been no significant change made in comparison with the texts submitted to the Council at that time.
- 3. The Regulation, whose adoption by the Council is proposed is intended to make the aforementioned Decisions of the Joint Committee applicable in the Community.

<sup>(1) 0.</sup>J. No L 294, 29.12.1972, p. 87

# Proposal for Council Regulation (EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 113 thereof,

Having regard to the proposal from the Commission,

Whereas Article 16 of the Agreement between the European Economic Community and the Republic of Austria on the application of the rules on Community transit (1), signed on <sup>30</sup> November 1972, empowers the Joint Committee set up under that Agreement to adopt Decisions making certain amendments to the Agreement and to its Appendices;

Whereas the Joint Committee has just adopted the amendments to Appendix III of the Agreement made necessary by the entry into force of the Agreement between the European Economic Community, the Swiss Confederation and the Republic of Austria on the extension of the application of the rules on Community transit(2), signed on 12 July 1977;

Whereas the Joint Committee decided at the same time to add a new Appendix IIA to the Agreement of 30 November 1972 because of amendments made recently to the rules on Community transit;

Whereas these amendments are the subject of Decisions Nos 1/78 and 2/78 of the Joint Committee; whereas it is necessary to take the measures required to implement the abovementioned Decisions,

<sup>(1)</sup> OJ No L 294, 29.12.1972, p. 87

<sup>(2)</sup> OJ No L 142 . 9.6.1977, p.1

### HAS ADOPTED THIS REGULATION :

### Article 1

Decisions Nos 1/78 and 2/78 of 20 April 1978 made by the EEC-Austria Joint Committee on Community Transit amending the Appendices of the Agreement shall apply in the Community.

The text of the Decisions is annexed hereto.

## Article 2

This Regulation shall enter into force on 1 July 1978.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels,

For the Council

The President

## DECISION No 1/78 OF THE EEC-AUSTRIA JOINT COMMITTEE

Community transit - OP 20 APRIL 1978

on the amendment of Appendix III to the Agreement

THE JOINT COMMITTEE,

Having regard to the Agreement between the European Economic Community and the Republic of Austria on the application of the rules on Community transit and in particular Article 16(3)(a) thereof,

Whereas the purpose of the Agreement between the European Economic Community, the Swiss Confederation and the Republic of Austria signed on 12 July 1977 is to extend the application of the provisions of the EEC - Switzerland and the EEC - Austria Transit Agreements to the movements of goods between two points stituated in the Community via both Swiss and Austrian territory and also to any other carriage of goods within both Swiss and Austrian territory; whereas by virtue of Article 3(2) of the Trilateral Agreement an addition must be made to the specimens of the guarantees; whereas the specimen certificate of guarantee should also be amended;

Whereas, therefore, Appendix III to the EEC - Austria Agreement on Community transit should be amended.

HAS DECIDED AS FOLLOWS:

## Sole Article

Specimens I to IV in Appendix III to the EEC - Austria Agreement on Community transit are hereby replaced by the specimens in Annexes I to IV of this Decision.

Done at Brussels, 20 April 1978

For the Joint Committee

The Chairman

K. Pingel

## SPECIMEN I

#### Guarantee

## (Comprehensive guarantee covering several Community transit operations)

	ndertaking by the guarantor
1	The undersigned(1)
	tesident at(2)
	hereby jointly and severally guarantees, at the office of guarantee of
	in favour of the Kingdom of Belgium, the Kingdom of Denmark, the Federal Republic of Germany, the French Republic, Iteland, the Italian Republic, the Grand Duchy of Luxembourg, the Kingdom of the Netherlands, the United Kingdom of Great Britain and Northern Irelands the Republic of Austria and the Swiss Confederation (3), the amounts for which the principal
	This amount may not be reduced by the sums already paid in pursuance of this undertaking unless recourse is had to the undersigned in respect of a Community transit operation which began before the thirtieth day following that of the receipt by the undersigned of previous application or applications.
3.	This undertaking shall be valid from the day of its acceptance by the office of quarantee.
	This guarantee may be cancelled at any time by the undersigned, or by the State in the territory of which the office of guarantee is situated.
	The cancellation shall take effect on the sixteenth day after notification thereof to the other party.
:	The undersigned shall remain responsible for payment of the sums which become payable in respect of Community transit operations covered by this undertaking which legan before the date on which the cancellation took effect, even if the demand for payment is made after that date.

<sup>(</sup>h) Surname and forenames, or name of firm.

<sup>(\*)</sup> Full address.

(\*) Full address.

(\*) Delete the name of any State or States of which the territory will not be used.

(\*) Surname and forenames, or name of firm, and full address of the principal.

tates referred to in phragraph	1 and in each of
State	Surname and forenames, or name of firm, and full address
	the state of the s
	\$00 Miles and an a second and a second and a second and a second a second a second a second and a second a seco
	**************************************
	Manager Maria and Control of the Con
7	
1 1	
procedure relating to this u	es that all correspondence and notices and any foundertaking addressed to or effected in writing at ouccepted as duly delivered to him.
procedure relating to this underesses for service shall be a me undersigned acknowledges dress for service.  The undersigned undertakes to the undersigned u	es that all correspondence and notices and any foundertaking addressed to or effected in writing at ouccepted as duly delivered to him.  In the jurisdiction of the courts of the places where he maintain his address for service or, if he has to inform the office of guarantee in advance.
procedure relating to this underesses for service shall be a me undersigned acknowledges dress for service.  The undersigned undertakes to the undersigned u	es that all correspondence and notices and any foundertaking addressed to or effected in writing at ouccepted as duly delivered to him.  In the jurisdiction of the courts of the places where he maintain his address for service or, if he has to
procedure relating to this underesses for service shall be a me undersigned acknowledges dress for service.  The undersigned undertakes to the undersigned u	es that all correspondence and notices and any foundertaking addressed to or effected in writing at ouccepted as duly delivered to him.  In the jurisdiction of the courts of the places where he maintain his address for service or, if he has to inform the office of guarantee in advance.
procedure relating to this underesses for service shall be a me undersigned acknowledges dress for service.  The undersigned undertakes to the undersigned u	es that all correspondence and notices and any foundertaking addressed to or effected in writing at orecepted as duly delivered to him.  In the jurisdiction of the courts of the places where he maintain his address for service or, if he has to inform the office of guarantee in advance.  Done at
procedure relating to this underesses for service shall be a me undersigned acknowledges dress for service.  The undersigned undertakes to the undersigned u	es that all correspondence and notices and any foundertaking addressed to or effected in writing at ouccepted as duly delivered to him.  In the jurisdiction of the courts of the places where he maintain his address for service or, if he has to inform the office of guarantee in advance.
procedure relating to this underesses for service shall be a me undersigned acknowledges dress for service.  The undersigned undertakes to more of those addresses, to	es that all correspondence and notices and any foundertaking addressed to or effected in writing at or accepted as duly delivered to him.  In the jurisdiction of the courts of the places where he was maintain his address for service or, if he has to inform the office of guarantee in advance.  Done at on
procedure relating to this u dresses for service shall be a ne undersigned acknowledges dress for service. ne undersigned undertakes to more of those addresses, to	es that all correspondence and notices and any foundertaking addressed to or effected in writing at or accepted as duly delivered to him.  In the jurisdiction of the courts of the places where he was maintain his address for service or, if he has to inform the office of guarantee in advance.  Done at on
procedure relating to this underesses for service shall be a the undersigned acknowledges dress for service. The undersigned undertakes to more of those addresses, to open the undersigned undertakes to more of those addresses, to open the undertakes to more of those addresses, to open the undertakes to more of those addresses, to open the undertakes to more of those addresses, to open the undertakes to th	es that all correspondence and notices and any foundertaking addressed to or effected in writing at or occepted as duly delivered to him.  In the jurisdiction of the courts of the places where he is maintain his address for service or, if he has to inform the office of guarantee in advance.  Done at
procedure relating to this undersses for service shall be a me undersigned acknowledges dress for service. The undersigned undertakes to more of those addresses, to option to be a service of those addresses.	es that all correspondence and notices and any foundertaking addressed to or effected in writing at or occepted as duly delivered to him.  In the jurisdiction of the courts of the places where he is maintain his address for service or, if he has to inform the office of guarantee in advance.  Done at
procedure relating to this underesses for service shall be a me undersigned acknowledges dress for service.  The undersigned undertakes to more of those addresses, to	es that all correspondence and notices and any foundertaking addressed to or effected in writing at onecepted as duly delivered to him.  In the jurisdiction of the courts of the places where he was maintain his address for service or, if he has to inform the office of guarantee in advance.  Done at
procedure relating to this undersses for service shall be a me undersigned acknowledges dress for service.  The undersigned undertakes to more of those addresses, to open the process of	es that all correspondence and notices and any foundertaking addressed to or effected in writing at onecepted as duly delivered to him.  In the jurisdiction of the courts of the places where he was maintain his address for service or, if he has to inform the office of guarantee in advance.  Done at
procedure relating to this u dresses for service shall be a ne undersigned acknowledges dress for service. ne undersigned undertakes to more of those addresses, to	es that all correspondence and notices and any foundertaking addressed to or effected in writing at onecepted as duly delivered to him.  In the jurisdiction of the courts of the places where he was maintain his address for service or, if he has to inform the office of guarantee in advance.  Done at

<sup>(\*)</sup> If, in the law of the State, there is no provision for address for service the guarantor shall appoint, in each of the States referred to in paragraph 1, as agent authorized to receive any communications addressed to him. The courts of the places in which the addresses for service of the guarantor or of his agents are situated shall have jurisdiction in dispures concerning this guarantle. The acknowledgment in the second subparagraph and the undertaking in the fourth subparagraph of paragraph 4 mist be made to correspond.

<sup>(</sup> Full address.

<sup>(7)</sup> Full address.
(7) The signature must be preceded by the following in the signatory's own handwriting: Guarantee for the amount of ...... with the amount written out in full.

## COMMUNITY TRANSIT GUARANTEE

#### (Guarantee povering a single Community gransit queration)

. Undertaking by the guarant,	•	
1. The undersigned	• • • • • • • • • • • • • • • • • • • •	. (¹)
resident at		
hereby jointly and severa	illy guarantees, at the office of departure of .	
Federal Republic of Ger Republic, the Grand Duc	om of Belgium, the Kingdom of Denraark, rmany, the French Republic, Ireland, the Itachy of Lukembourg, the Kingdom of the Net m of Great Britain and Northern Ireland, the Wiss Confederation (3), amounts for which the principal	ılian :her-
States, by reason of infri	(4) may be or become liable to the abovemention ngements or irregularities committed in the co- operation carried out by that person from	oned urse
office of departure of	,	• • • •
tural levies and other cha	on of	icul- kies
	tes to pay forthwith the sums requested upon t	
cation in writing by the co  3. This undertaking shall be	empetent authorities of the States referred to in particular valid from the day of its acceptance by the office	regraph 1. c of departure.
cation in writing by the co  3. This undertaking shall be	impetent authorities of the States referred to in particular authorities authorities authorities are also an authorities authorities and authorities are also an authorities are also an authorities and authorities are also an authorities are also an authorities and authorities are also an authorities are also an authorities are also an authorities and authorities are also an authorities are also also an authorities are also also also also also also also also	regraph 1. c of departure.
cation in writing by the co  3. This undertaking shall be  4. For the purposes of this u	empetent authorities of the States referred to in particular valid from the day of its acceptance by the office	regraph 1. c of departure.
cation in writing by the co  3. This undertaking shall be  4. For the purposes of this u	valid from the day of its acceptance by the office ndertaking, the undersigned gives his address for	regraph 1. c of departure. services (*) as
cation in writing by the co  3. This undertaking shall be  4. For the purposes of this u  and, in each of the other S	valid from the day of its acceptance by the office indertaking, the undersigned gives his address for tates referred to in paragraph 1, as care of	regraph 1. c of departure. services (*) as
cation in writing by the co  3. This undertaking shall be  4. For the purposes of this u  and, in each of the other S	valid from the day of its acceptance by the office indertaking, the undersigned gives his address for tates referred to in paragraph 1, as care of	regraph 1. c of departure. services (*) as
cation in writing by the co  3. This undertaking shall be  4. For the purposes of this u  and, in each of the other S	valid from the day of its acceptance by the office indertaking, the undersigned gives his address for tates referred to in paragraph 1, as care of	regraph 1. c of departure. services (*) as
cation in writing by the co  3. This undertaking shall be  4. For the purposes of this u  and, in each of the other S	valid from the day of its acceptance by the office indertaking, the undersigned gives his address for tates referred to in paragraph 1, as care of	regraph 1. c of departure. services (*) as
cation in writing by the co  3. This undertaking shall be  4. For the purposes of this u  and, in each of the other S	valid from the day of its acceptance by the office indertaking, the undersigned gives his address for tates referred to in paragraph 1, as care of	regraph 1. c of departure. services (*) as
cation in writing by the co  3. This undertaking shall be  4. For the purposes of this u  and, in each of the other S	valid from the day of its acceptance by the office indertaking, the undersigned gives his address for tates referred to in paragraph 1, as care of	regraph 1. c of departure. services (*) as
and, in each of the other S	valid from the day of its acceptance by the office indertaking, the undersigned gives his address for tates referred to in paragraph 1, as care of	regraph 1. c of departure. services (*) as
and, in each of the other S	valid from the day of its acceptance by the office indertaking, the undersigned gives his address for tates referred to in paragraph 1, as care of	regraph 1. c of departure. services (*) as
and, in each of the other S	valid from the day of its acceptance by the office indertaking, the undersigned gives his address for tates referred to in paragraph 1, as care of	regraph 1. c of departure. services (*) as
cation in writing by the co  3. This undertaking shall be  4. For the purposes of this u  and, in each of the other S	valid from the day of its acceptance by the office indertaking, the undersigned gives his address for tates referred to in paragraph 1, as care of	regraph 1. c of departure. services (*) as
and, in each of the other S	valid from the day of its acceptance by the office indertaking, the undersigned gives his address for tates referred to in paragraph 1, as care of	regraph 1. c of departure. services (*) as

<sup>(</sup>t) Surname and (jorenames, or name of firm.

<sup>(</sup> Full address.

<sup>(\*)</sup> Delete the name of any State or States of which the territory is not 50 be used.

<sup>(9)</sup> Surname and (orenames, or name of firm, and full address of the principal.

<sup>(?)</sup> If, in the law of the State, there is no provision for address for service, the guarantor shall appoint, in each of the States referred to in paragraph 1, an agent authorized to receive any communications addressed to him. The courts of the places in which the addresses for service of the guarantor or of his agents are situated shall have jurisdiction in disputes concerning this guarantee. The acknowledgement in the second subparagraph and the undertaking in the fourth subparagraph of paragraph 4 must be made to correspond.

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

The undersigned licknessledges the jurisdiction of the courts of the places where he has an address for service.

The undersigned andertakes to maintain his addresses for service, or, if he has to alter one or more of thisse addresses, to inform the office of departure in advance.

	Done &t	
		•
	Signature (*)	
		:
Acceptance by the office of departure		٠.
Office of departure		
Guarantor's undertaking accepted on the to cover the Community transit operation to		- t viglistayi ya
Issued on	under No	
•	Stamp and sightness	

11.

<sup>(1)</sup> The signature must be preceded by the following in the signatory's own hand, handwring Gustonius.

#### SPECIMEN III

#### COMMUNITY TRANSIT GUARANTEE

(Fiat-rate guarantee system)

#### L Undertaking by the engrances

1,	The undersigned
	resident, at
	hereby jointly and severally guarantees, at the office of guarantee of
	in favour of the Kingdom of Belgium, the Kingdom of Denmark, the Federal Republic of Germany, the French Republic, Ireland, the Italian Republic, the Grand Duchy of Luxembourg, the Kingdom of the Netherlands, the United Kingdom of Great Britain and Northern Ireland, the
	Republic of Austria and the Sviss Confederation any amounts for which a principal may become liable to the abovementioned States by reason of intringements or irregularities committed in the course of a Community transit operation including duties, taxes, agricultural levies and other charges — with the exception of pecuniary penalties — as regards principal or further liabilities, expenses and incidental charges with regard to which the undersigned has agreed to be responsible by the issue of guarantee vouchers up to a maximum amount of 5 000 units of account per voucher.

- 2. The undersigned undertakes to pay forthwith, upon the first application in writing by the compatent authorities of the states referred to in paragraph 1, the sums requested up to an amount of \$000 units of account per guarantee souther,
- 3. This undertaking shall be valid from the day of its acceptance by the office of guarantee.

This guarantee may be cancelled at any time by the undiringed, or by the State in the territory of which the office of guarantee is situated.

The carcellation shall take effect on the sixteenth day after notification thereof to the other party.

The undersigned shall remain responsible for payment of the sums which become payable in respect of Community transit operations covered by this undertaking which began before the date on which the cancellation took effect, even if the demand for payment is made after that date.

P Foli address.

<sup>(1)</sup> Surname and forenames, or name of firm.

and, in each of the other States	referribl to in paragraph 1	
		<u> </u>
Scate	Surname and forenames, or name	e of firm, and full adress
		· · · · · · · · · · · · · · · · · · ·
		······································
	,	
J		
		<del></del>
	· · · · · · · · · · · · · · · · · · ·	
<del></del>	<u> </u>	
procedure relating to this unde addresses for service shall be according to the undersigned acknowledges the an address for service.  The undersigned undertakes to me	epted as duly delivered to he the jurisdiction of the cour naintain his address. for se	im.  ts of the places where he  rvice or, if he has to alte
addresses for service shall be according undersigned acknowledges tan address for service.	epted as duly delivered to he the jurisdiction of the cour naintain his address. for se	im.  ts of the places where he  rvice or, if he has to alte
addresses for service shall be according undersigned acknowledges tan address for service.  The undersigned undertakes to make the undersigned undersigned undertakes to make the undersigned undersigned undertakes the undersigned undersigne	epted as duly delivered to he the jurisdiction of the cour naintain his address. for se	im.  ts of the places where he  rvice or, if he has to alte
addresses for service shall be according undersigned acknowledges tan address for service.  The undersigned undertakes to make the undersigned undersigned undertakes to make the undersigned undersigned undertakes the undersigned undersigne	epted as duly delivered to he the jurisdiction of the cour naintain his address for se dvise the office of guarantee	im.  ts of the places where he  rvice or, if he has to alte
addresses for service shall be according undersigned acknowledges tan address for service.  The undersigned undertakes to make the undersigned undersigned undertakes to make the undersigned undersigned undertakes the undersigned undersigne	epted as duly delivered to he the jurisdiction of the cour naintain his address for selvise the office of guarantee  Done at	im.  ts of the places where he rvice or, if he has to alte in advance.  on
addresses for service shall be according undersigned acknowledges tan address for service.  The undersigned undertakes to make the undersigned undersigned undertakes to make the undersigned undersigned undertakes the undersigned undersigne	epted as duly delivered to he the jurisdiction of the cour naintain his address for selvise the office of guarantee  Done at	im.  ts of the places where he  rvice or, if he has to alte
addresses for service shall be according to undersigned acknowledges to an address for service.  The undersigned undertakes to more more of those addresses, to addresses, to addresses.	epted as duly delivered to he the jurisdiction of the cour naintain his address for se lvise the office of guarantee  Done at	im.  ts of the places where he rvice or, if he has to alte in advance.  on
addresses for service shall be according undersigned acknowledges tan address for service.  The undersigned undertakes to make the undersigned undersigned undertakes to make the undersigned undersigned undertakes the undersigned undersigne	epted as duly delivered to he the jurisdiction of the cour naintain his address for se lvise the office of guarantee  Done at	im.  ts of the places where he rvice or, if he has to alte in advance.  on
addresses for service shall be according undersigned acknowledges to an address for service.  The undersigned undertakes to more more of those addresses, to addresses, to addresses to addresses to addresses to addresses to addresses.	epted as duly delivered to he the jurisdiction of the cour naintain his address for se lvise the office of guarantee  Done at	im.  ts of the places where he rvice or, if he has to alte in advance.  on
addresses for service shall be according to undersigned acknowledges to an address for service.  The undersigned undertakes to more more of those addresses, to addresses, to addresses to	the jurisdiction of the court inaintain his address for selvise the office of guarantee	im.  ts of the places where he rvice or, if he has to alte in advance.  on
addresses for service shall be according to undersigned acknowledges to an address for service.  The undersigned undertakes to more more of those addresses, to addresses, to addresses to	the jurisdiction of the court inaintain his address for selvise the office of guarantee	im.  ts of the places where he rvice or, if he has to alte in advance.  on
addresses for service shall be according to undersigned acknowledges to an address for service.  The undersigned undertakes to more more of those addresses, to addresses, to addresses.	ter the jurisdiction of the course in a jurisdiction of the course in jurisdiction of the jurisdiction of the jurisdiction of the jurisdiction of jurisdiction of the ju	im.  ts of the places where he rvice or, if he has to alte in advance.  On  Signature (*)
addresses for service shall be according to undersigned acknowledges to an address for service.  The undersigned undertakes to more more of those addresses, to addresses, to addresses to	ter the jurisdiction of the course in a jurisdiction of the course in jurisdiction of the jurisdiction of the jurisdiction of the jurisdiction of jurisdiction of the ju	im.  ts of the places where he rvice or, if he has to alte in advance.  on
addresses for service shall be according to undersigned acknowledges to an address for service.  The undersigned undertakes to more more of those addresses, to addresses, to addresses to	ter the jurisdiction of the course in a jurisdiction of the course in jurisdiction of the jurisdiction of the jurisdiction of the jurisdiction of jurisdiction of the ju	im.  ts of the places where he rvice or, if he has to alte in advance.  On  Signature (*)
addresses for service shall be according to undersigned acknowledges to an address for service.  The undersigned undertakes to more more of those addresses, to addresses, to addresses to	ter the jurisdiction of the course in a jurisdiction of the course in jurisdiction of the jurisdiction of the jurisdiction of the jurisdiction of jurisdiction of the ju	im.  ts of the places where he rvice or, if he has to alte in advance.  On  Signature (*)
addresses for service shall be according to undersigned acknowledges to an address for service.  The undersigned undertakes to more more of those addresses, to addresses, to addresses to	ter the jurisdiction of the course in a jurisdiction of the course in jurisdiction of the jurisdiction of the jurisdiction of the jurisdiction of jurisdiction of the ju	im.  ts of the places where he rvice or, if he has to alte in advance.  On  Signature (*)
addresses for service shall be according to undersigned acknowledges to an address for service.  The undersigned undertakes to more more of those addresses, to addresses, to addresses to	ter the jurisdiction of the course in a jurisdiction of the course in jurisdiction of the jurisdiction of the jurisdiction of the jurisdiction of jurisdiction of the ju	im.  ts of the places where he rvice or, if he has to alte in advance.  On  Signature (*)

CERTIFICATE OF GUARANTEE

Specimen IV

WE: This certificate must be returned without delay to the guarantee office on cancellation If the principal is a company, the person who signs in box 11 must add his sumame, forename and status in the company. ε

of the guarantee.

## DECISION No 2/78 OF THE EEC-AUSTRIA JOINT COMMITTEE

- Community transit - OF 20 APRIL 1978

on the amendment of the Appendices to the Agreement

THE JOINT COMMITTEE,

Having regard to the Agreement between the European Economic Community and the Republic of Austria on the application of the rules on Community transit and in particular Article 16(3)(a) thereof,

Whereas a Community transit declaration form for use in an automatic or electronic data-processing system was introduced, on an experimental basis, on 1 January 1978; whereas the provisions relating thereto should be included in the Appendices to the Agreement,

HAS DECIDED AS FOLLOWS:

## Article 1

The Regulation annexed to this Decision shall be added to the Agreement as Appendix II-A.

## Article 2

This Decision shall enter into force on 1 July 1978.

It shall apply until 31 December 1980.

Done at Brussels, 20 April 1978

For the Joint Committee

The Chairman

K. Pingel

## Regulation

introducing a Community transit declaration form for use in an automatic or electronic data-processing system

- (EEC) n<sup>o</sup> 2826/77 of 5 December 1977( $^{1}$ ) -

#### Article 1

By way of derogation from the provisions of Regulation (EEC) No 223/77, Member States may permit the use, in an automatic or electronic data processing system, of a Community transit declaration form corresponding to the specimen annexed hereto in place of the forms shown in Annexes I and II of the said Regulation.

#### Article 2

- 1. Without prejudice to the insertion of the endorsements provided for in Article 3 (3) of Regulation (EEC) No 223/77, the symbol 'T' and the heading 'Community Transit' must be added no later than at the time the declarations are completed.
- 2. The boxes reserved for Community transit particulars must be easily identifiable and the particulars inserted therein must be capable of being used without difficulty by the customs and statistical authorities concerned.

#### Article 3

When a Community transit declaration is completed for a load comprising more than two kinds of goods, the form corresponding to the specimen annexed hereto is so be used with one or more additional copies containing only the particulars relating to additional goods. All the forms used shall constitute a single Community transit declaration and must bear the same number and the same date of registration and be submitted together to the competent customs offices.

#### Article 4

- 1. The serial number of the form and the total number of forms which make up the declaration are to be entered in the appropriate box on each form.
- Any boxes relating to the particulars of the goods which are not used must be crossed through so that any subsequent addition is impossible.

<sup>(1)</sup> smended by Regulation (EEC) No 607/78 of 29 March 1978

(For nati-	Page Total No pages	1		DECLARA	TION		D	EPART COP	URE ′	1		ANNEX	
onal use)	3 Exporter					REGIST	RATION				1		
			• .		l						ļ		
		•			ł						J		
	11 Consignee		<del></del> .		$\dashv$								
	11 Consigned	•			-				· (For	national use)			
•					1				••	•			
					ļ								l
	21 Principal			(For national use)		22 Cou	ntry of consig	nment					1
					ŀ					25 Country	of destin	ation	1
				<u> </u>		28 Pre	vious customs	procedure				<del></del>	ł
		(For nation	onal use: ot	her transport details)	}		<del>-,</del>			J			
			_		Ì				/Ene	national use)			Ì
	32 Identity of	means of transport							(FOI	netronel deep			
												4	
	41 Marks and	numbers - Number a	nd kind of p	ackages - Description of goods				42 Stat. n	umber (2)	43 Gross w	eight		1
	ļ						L			<b></b>		J	
	ļ				į				(Fo	r national use)			1
•				<del></del>		ı		٦	9 Net weig	ht ( <del>9</del>	7		· .
	41 Marks and	numbers - Number a	nd kind of p	packages - Description of goods				42 Stat. n	umber (4)	43 Gross w	eight	1	1
							L			<u> </u>		J	
									(For	r national use)			
									,,,				
				<del></del>	J	ŀ		ſ	9 Net weig	ht (P)	٦		
		·							54				┨
				(For national use)								,	l
									<u> </u>				
inte	ces of transit nded I countries)	<u> </u>								ŀ			l
56 Offi	ces of transit												1
57 Gua	countries)	<u> </u>					58 Office of	destination	(name and	country)		-	1
<u></u>													L
							·						At. doc
l				L BY OFFICE OF DEPARTURE		(For s	netional use)	60			-		Ħ
			Results of Seals aff	of exemination: ixed: number: identity:			· · · · · ·	-					
			Time lim				•	[		(For nation	ni usej		ş
	(For natio	nel use)	Remarks	:									UNDERTAKINGS
			At	(Place of signature)	" on	 (D	 ate)	D. The P	rincipal, rep y undertake	presented by .	the god	ods described in this ribed time limit at the	CINGS
			(Sig	nature)		(S	tamp)	office	of destinat	ion.		. , on	

.

.

(For nati-	Page Total No pages	1		DECLARA	ATION	Ī	D	ESTI	NATION OPY		2		
onei uea)	3 Exporter					REGISTI	<u>_</u>		<i>/</i> Γ1		듹 .		
				•		1					ļ		
											ك		
•	1												
	11 Consignee					1							
		,							(Fo	r national use			ŀ
				•									
								•					
	21 Principal			<del></del>		22 Coun	try of consi	anment		٦			l
				(For national use)			, 0. 00						1
										25 Country	of destin	nation	
		<del></del>				28 Previ	ous custom	s proce	dure			<del></del>	1
		(For nati	onal use: o	ther transport details)		<u> </u>				j			l
		,											l
	32 Identity of	means of transport							(Fo	or national use	)		
	<b></b>												
	41 Marks and	numbers - Number a	nd kind of	packages - Description of goods				42 Sta	it. number (2)	43 Gross	weight		j
	1					l	,		·	<del></del>	•	J	l
		,							(F	or national us	<b>e</b> )		
						j			49 Net wei	ght (²)	7		
	ļ	· · · · · · · · · · · · · · · · · · ·							<u></u>	<del></del>		<del></del>	1
	41 Marks and	numbers – Number ar	nd kind of	packages - Description of goods		1		<b>42</b> Sta	t. number (²)	43 Gross	weight		l
							•					<b>→</b>	
				•					Œ	or national use	a		
,			•						•	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	•		
				<del> </del>		j			49 Net wei	aht (P)	7		
	•									,,,			
									54				
				(For national use)									
	<u> </u>	<del></del>		<u>, , , , , , , , , , , , , , , , , , , </u>			·		i				1
inte	ces of transit nded I countries)												
	ces of transit	<u> </u>						+	····				1
(and	countries)	<u>.l</u>				Te	58 Office of	destina	tion (name an	d country)	L		ł
	<u></u>	<del></del>											59
													At. doc
		•	Resu	Its of examination:		(For na	tional use)	60					
				affixed: number: identit	γ:			1					l
			Time	limit (date):						(For natio	nal use)		Ş
,	(For netic	nal use)	Rema	arks:									JERT J
1		•	At		, on	1							UNDERTAKINGS
				(Place of signature)		(Da	t <del>e)</del>	D. TI	ne Principal, re preby underta	epresented by ces to produce thand within	e the go	ods described in this ribed time limit at the	ľ
			(Sie	gnature)		(Sta	imp)	of	fice of destina	ition.			.
			,54	<b>→</b> · · · · · · <del>· · ·</del>			••	^	1	The P	rincipal	. , on	L

62 TRANSHIPMENTS DURING CARRIAGE	E	
Particulars of transhipment and certification by compete		
Place and country:	When new seals are affixed:	
Identity of new means of transport:	number:	
Identity of new container:	identity:	
Other particulars:		
At	,,.,., <b>,.on</b> <u>.</u>	
(Place of a	signature) (Date)	
	40: was mad	(Ca-ma)
	(Signature)	(Stamp)
Place and country.	When new seels are affixed:	
Identity of new means of transport:	number:	
Identity of new container:	l identity:	
Other particulars:		
At		
(Place of	signature) (Date)	
	(Signature)	(Stamp)
63 OTHER INCIDENTS DURING CARRIAG	jE	
Details and measures taken	Certification by competent authoritie	<del>0</del> 8
	l'	1
	1	
	Ĭ	
	<b>.</b>	
	i i	
·		
CONTROL BY OFFICE OF DESTINATION	1	
Date of arrival:	1	*
Examination of seals:	1	
Remerks:		
Remarks.		
	Į.	
•	<i>.</i>	
	· .	
	·	
At		
At	Copy 3 returned after registration	, .
	Copy 3 returned after registration under No	

(For national use)

(For	Page Total No pages	1			DECLAF	RATION			RE	TURN OPY	-	3		À
onal use)	3 Exporter	<u> </u>			-		REGIS	STRATION		<u> </u>		7		Series of
	į.													
	]							<u> </u>			· · · · · · · · · · · · · · · · · · ·			i Çeyi
	] 				ŧ •	• .	ļ							,
	11 Consignee						1							A STATE OF THE PARTY OF THE PAR
										(Fo	r national use)	•	•	
														43
	21 Principal			(For	r national use)	· · ·	22 Co	ountry of cons	gnment		]		•	4
					ì		-				25 Country	of desti	nation .	-
	·				L									
							28 Pr	evious custon	ns proced	lure				
		(For natio	onal use: ot	her transport de	etaila)			_						1.5 5
	32 Identity of	means of transport								(Fo	r national use	)		1
							1							
														i
	41 Marks and	I numbers - Number ar	nd kind of p	ackages - Desc	ription of goods				42 Stat	. number (²)	43 Gross	weight		
								l			<u> </u>		J	
										(F	or national us	e)		à
							,			· · · · · ·		_		
										49 Net weig	jht ( <del>2</del> )	İ		
	41 Marks and	numbers – Number an	d kind of p	ackages - Desc	ription of goods				42 Stat	number (2)	43 Gross v	veight	1	
	Ì	,	-	·									J .	- C.
							Ì							
										(Fo	r national use	)		
•							}			49 Net weig	he Q1	_		
		· ·								49 Hat wait	hir (-)			2
					<u> </u>					54	,			1,000
				(For nations	at use)									9
58 Offic	ces of transit	<del>1"                                    </del>				г			<del>-   -</del>					-
inter (and	nded countries)													
used	ces of transit di countries)													74
57 Guar		<u></u>		<del></del>	<del></del>			58 Office of	destinat	ion (name and	country)	L		1
L		<u>.</u>			<del> </del>						<del></del>			- K
														59 A1
			CONTROL	L BY OFFICE OF	DEPARTURE				60					do
		·		of examination:			(For	national use)						
			Seels aff		per: identity:						(For natio	تعدر احد		_
			Time limi								(FOF Nation	γ UBl⊓asel		NOEA
	(For natio	nel use)										•		UNDERTAKINGS
	*		At	(Place of	signature)	, on		Date)	D. The	Principal, re	presented by	e the go	ods described in this	18
			<i>(</i> 0:	natural			,_	Stamel	offi	ce of destina	t and within t tion.	ne presci	ribed time limit at the	
			(Sigi	nature)			(S	Stamp)	At		The Pr	incipal	. , on	

	•		
82 TRANCLIOMENTS	DI IBING CARRIAGE		
62 TRANSHIPMENTS  Particulars of transhipment and cer		authorities	
Place and country:	<del></del>	When new seals are affixed:	
Identity of new means of transport:		number:	
Identity of new container:	l l	identity:	
Other particulars:		•	
At		· · · · · · · · · · · · · · on	
	(Place of sign		ia)
•		•	,
	ſ	Signature)	(Stamp)
Oliver and anywhere		When new seals are affixed:	(Glenny)
Place and country:			
Identity of new means of transport: Identity of new container:		number: identity:	
Other particulans:	•	Genuty:	
Other particulars.			
At	(Place of sign		, . taì
	ti mon c. a.g	,	
	•		
•	G	Signature)	(Stamp)
an attra water			**
63 OTHER INCIDENTS  Details and measures taken	S DURING CARRIAGE	Certification by cor	nostant authorities
	1		ı
		•	•
•			
	. [		
CONTROL BY OFFICE OF DESTINATION		Tilbagesendes til:	Zurücksenden an:
Date of arrival:		Return to:	Renvoyer à:
Examination of seals:		Rinviare a:	Terugzenden san:
Remarks:	j		
	I		
	L		
	•	•	
At			, .
		Copy 3 returned after registration	٠.
		under No	••
(Signature) (Stamp)		• •	

.

.

•

			_ <del></del>		<del></del> .					
(For neti-	Page Total No pages	1 DECLARATIC			S	TATIST COP			4	
onel use)	3 Exporter	<u> </u>		REG	STRATION	<u> </u>	·	<del></del>	-	
			•						1	
		•		· [.						
L				-						
				}						
	11 Consignee		<del> </del>							
						•	(For	national use	•	
		,								
			•	l						
	21 Principal		(For national use)	22 C	ountry of cons	ignment		1		
			(FOI TIEDOTES USE)		<u>-</u>			L		
								25 Countr	y of destin	ation
	<del></del>	··· · · · · · · · · · · · · · · · · ·		_	<del></del>			<u> </u>		<del>-</del>
				28 P	revious custor	ns proce	ante.			
		(For national use: of	ther transport details)		<del></del>			ı		
	32 Identity of	f means of transport		1			(For	national use		•
				İ						
	41 Marks and	d numbers - Number and kind of a	packages - Description of goods	<del></del>		42 Stat	number (²)	43 Gross	weight	
				İ	ł					
										-
	,	•					(Fo	r national us	<b>16)</b>	
		• .	•	-		•	- 1			
				1						
						1	49 Net weigh	nt ( <sup>2</sup> )	7	'
					······································			T		
	41 Marks and	I numbers - Number and kind of p	ackages - Description of goods		1	42 Stat.	number (²)	43 Gross	weight	
			•	ĺ	·			·		į
						•	(For	national use	•	
			•							
			<del></del>			1	49 Net weigh	nt (f)	7	
		•				ł		••	1	
					·. <u>-</u> .		54			
			(For national use)							
88 Offic	es of transit	1	<u> </u>	-		<del></del>			r	
inten	countries)								ł	
	es of transit									
	countries)									
<b>67</b> Guer	antee				58 Office of	destinati	on (name and	country)		
$\vdash$	<u> </u>	<del></del>			<u> </u>					
		-								

.

<sup>(1)</sup> This footnote regards national information. (2) For completion only when required by Community regulations. regards national ii

COMMUNITY TRANSIT	
RECEIPT (to be completed by the person concerned before production to customs)	
The customs office at	t document registered
on (date) by the office of departure at (name	and country) under
No	
At	
(Signeture)	(Stamp)

The second of th

\$