

**Protocol
of Electronic Data Exchange between Customs Administrations of the
Republic of Macedonia and Republic of Kosovo**

Taking into account the Agreement signed between the Government of the Republic of Macedonia and the Government of the Republic of Kosovo on customs cooperation and mutual assistance, signed on 11th February 2011, with the effective date 17th December 2011, and Agreement on Harmonized Data Set to be exchanged electronically through the SEED System between Customs Administration of the Republic of Macedonia and the Kosovo Customs signed on October 1, 2010, the Customs Administration of the Republic of Macedonia and the Customs Administration of the Republic of Kosovo (hereafter referred to: "Contracting Parties");

Considering the commitments that the Contracting Parties have assumed under International Convention on the Harmonization of Frontier Controls of Goods signed in Geneva on 21st October 1982 and other international conventions and instruments dealing with customs frauds and trade facilitations;

Recognizing the need to simplify and harmonize customs procedures aimed at protecting the economic and financial interests of both parties,

have agreed as follows:

Article 1

Scope and Implementation of Protocol

The Customs Administration of the Republic of Macedonia and Customs Administration of the Republic of Kosovo being resolute in their fight against customs frauds and taking measures to ease the traffic on the border, have agreed to proceed with electronic exchange of customs data by virtue of this Protocol.

The scope of this Protocol shall be the electronic exchange of data on loaded and unloaded motor vehicles crossing the state border of the Republic of Macedonia and the Republic of Kosovo.

The activities taken by the Parties with regard to the implementation of this Protocol shall be in line with the national legislation, regulations and other legal instruments (analysis, handling, keeping and protecting the exchanged data).

The provisions of this Protocol shall be without prejudice to commitments of the Parties arising from any other international agreement or convention.

Article 2

Responsibility for Data Authenticity

The Contracting Parties shall not be responsible for authenticity of data shown in transportation documents or obtained through electronic data exchange, particularly with respect to the data about actual presence of goods on the vehicle. In the case of undeclared goods, the Contracting Parties shall proceed in accordance with their national regulations.

Article 3

Sets of Exchanged Data

The customs authority of the country of exit shall electronically submit to the customs authority of the country of entry the following data from the national transit and export declarations:

- reference number of Single Administrative Document (or its equivalent, where a different type of transit document is used),
- date, time and place of submitting the documents,
- total number of crates (packages),
- information about whether the goods are transported by containers,
- data on consignor (full name and address of an individual, or a company),
- state of registration for the means of transport,
- registration number(s) of means of transport (tractor and trailer),
- code of type of traffic,
- total amount to be invoice,
- code of currency in the attached invoice,
- description of goods - commercial name,
- gross weight of the goods.

Where available the customs authority of the country of exit shall provide to the customs authority of the country of entry the following data of TIR carnet:

- reference number,
- serial number,
- date, time and place of presenting the carnet,
- data about holder,
- country of issue,
- country of dispatch,
- country of destination,
- registration number (s) of means of transport (tractor and trailer),
- gross weight of goods,
- number of crates.

The customs data on unloaded means of transport shall also be exchanged electronically:

- registration number(s) of means of transport (tractor and trailer).

Notwithstanding the minimum agreed set of data, an extended set of data may be exchanged provided that the customs administrations reach such agreement and that the technical conditions are met accordingly.

Article 4

Electronic Exchange of Customs Data using SEED

The customs authorities shall perform electronic exchange of data on loaded and unloaded freight vehicles. The Parties shall exchange the data using safe Internet connection applying SEED (Systematic Electronic Exchange of Data).

Article 5

Electronic Exchange of Pre-arrival Information

Exchange of pre-arrival data shall mean the electronic submission by the customs administration of the country of dispatch to the other customs administration, of the data from the customs declarations and TIR carnets as referred to in Article 3 of the Protocol following the commencement of the customs procedure.

Article 6

Automatic Matching of Data

To enable concurrent filing of declarations for goods after exiting one state and entering into another, the Contracting Parties shall undertake to exchange the customs data electronically.

Automatic matching and control of data shall cover the following functionalities:

1. Automatic data matching based on the unique, reference number.

The Customs Administration of exit shall generate a unique reference number for each customs document to be submitted to the customs administration of the country of entry in a printed or other form.

Data to be matched include:

- a) registration number of means of transport
 - b) gross weight
 - b) total invoiced value (loaded means of transport)
2. After having declared the goods in the country of entry, the customs authority of that country shall return the electronic message containing the confirmation of the

entry of goods and the information that the goods have been declared at the entry into the country

Article 7

Combined Task Force

The representatives of the Contracting Parties shall establish a combined Task Force to convene meetings once in a year as a minimum, or more often, where necessary.

The combined Task Force shall:

- a) be responsible for appropriate implementation of the Protocol;
- b) review any issues related to the implementation of the Protocol;
- c) recommend any measures to enhance (amend) the Protocol.

Members of the combined Task Force shall be responsible for resolving difficulties and communicate any problems that a Contracting Party may come across as soon as they have appeared or communicate with each other in the case of any requirement to reconcile the implementation of the Protocol.

Article 8

Additional Measures

The Contracting Parties may take additional organization and technical measures required for the implementation of this Protocol, taking into account the specific infrastructure of each border crossing.

Article 9

Expenses

The Parties shall waive any claims for recovery of expenses incurred in the course of implementing this Protocol. Should the execution of a specific request incur high or extraordinary costs, the Contracting Parties shall consult each other so as to identify the terms and conditions under which the request shall be fulfilled, and about the mode of settling the incurred expenses.

Article 10

Entry into Force and Final Provisions

The Protocol shall enter into force on 30th day as of the date of receiving the last written notification whereby the Contracting Parties shall inform each other that all necessary

requirement have been fulfilled, including internal procedures required for the entry of this Protocol into force.

This Protocol may be amended upon mutual consent of the Contracting Parties. Any amendments must be made in writing. The amendments shall enter into force in accordance with the procedure referred to in paragraph 1 of this Article.

Either Contracting Party may terminate this Protocol at any time, upon a prior written notice. The termination shall take effect after the expiry of three months after such a notice has been received by the other Contracting Party. Any procedures in progress at the moment of termination hereof, shall nonetheless be completed in accordance with the provisions of this Protocol.

Signed in 05.10 on 09.12.2012, executed in two originals English language.

For: Customs Administration
of the Republic of Macedonia

For: Customs Administration
of the Republic of Kosovo

Vančo Kargov
Director



Naim Huruglica
Director