

AGREEMENT BETWEEN THE
GOVERNMENT OF GEORGIA AND
THE GOVERNMENT OF THE REPUBLIC OF
AZERBAIJAN ON MUTUAL ADMINISTRATIVE
ASSISTANCE IN CUSTOMS MATTERS

PREAMBLE

The Government of Georgia and the Government of the Republic of Azerbaijan, (hereinafter jointly referred to as “the Contracting Parties” and in the singular as “a Contracting Party);

CONSIDERING the importance of ensuring the accurate assessment of customs duties, taxes and other charges and of ensuring proper enforcement by their Customs administrations of prohibitions, restrictions and measures of control in respect of specific goods;

CONSIDERING that customs offences are prejudicial to the security of the Contracting Parties and their economic, commercial, fiscal, social, public health and cultural interests;

RECOGNISING the need for international co-operation in matters related to the application and enforcement of their customs laws;

CONVINCED that action against Customs offences can be made more effective by close co-operation between their customs administrations based on mutually agreed legal provisions;

HAVING regard to the Recommendation on Mutual Administrative Assistance and the Declaration on the Improvement of Customs Co-operation and Mutual Administrative Assistance (the Cyprus Declaration), adopted in December 1953 and June 2000, respectively, by the Customs Co-operation Council, now known as the World Customs Organization;

have agreed as follows:

Article 1

DEFINITIONS

For the purposes of this Agreement, unless the context otherwise requires:

- (a) "customs administration" shall mean:
 - for the Government of Georgia, the Legal Entity of Public Law Revenue Service and Investigation Service of the Ministry of Finance of Georgia, and
 - for the Government of the Republic of Azerbaijan, the State Customs Committee;
- (b) "customs payments" shall mean all duties, taxes, fees or any other charges which are levied in the territories of the Contracting Parties in application of customs law, but not including fees and charges for services rendered;
- (c) "customs law" shall mean any legal and administrative provisions applicable or enforceable by either Customs administration in connection with the importation, exportation, transshipment, transit, storage and movement of goods, including legal and administrative provisions relating to measures of prohibition, restriction, and control, and in connection with combating money laundering;
- (d) "customs offence" shall mean any violation or attempted violation of customs law;
- (e) "information" shall mean any data, whether or not processed or analysed, any documents, reports and other communications in any format, including electronic, or certified or authenticated copies thereof;
- (f) "international trade supply chain" shall mean all processes involved in the cross-border movement of goods from the place of origin to the place of final destination;
- (g) "official" shall mean any customs officer or other government agent designated to apply Customs law;
- (h) "person" shall mean both natural and legal persons, unless the context otherwise requires;
- (i) "personal data" shall mean any data concerning an identified or identifiable natural person;
- (j) "requested administration" shall mean the customs administration from which assistance is requested;

- (k) "requesting administration" shall mean the customs administration which requests assistance;
- (l) "requested Contracting Party" shall mean the Contracting Party whose customs administration is requested to provide assistance;
- (m) "requesting Contracting Party" shall mean the Contracting Party whose customs administration requests assistance;

Article 2

SCOPE OF THE AGREEMENT

1. The Contracting Parties shall through their customs administrations provide each other with administrative assistance under the terms set out in this Agreement, for the proper application of customs law, for the prevention, investigation and combating of Customs offences and to ensure the security of the international trade supply chain.
2. All assistance under this Agreement by either Contracting Party shall be provided in accordance with its national legislation and within the limits of its Customs administration's competence and available resources.
3. This Agreement covers mutual administrative assistance between the Contracting Parties and is not intended to have an impact on mutual legal assistance agreements between them. If mutual assistance is to be provided by other authorities of the requested Contracting Party, the requested administration shall indicate those authorities and where known the relevant agreement or arrangement applicable.
4. The provisions of this Agreement shall not give rise to a right on the part of any person to impede the execution of a request for assistance.

Article 3

INFORMATION FOR THE APPLICATION AND ENFORCEMENT OF CUSTOMS LAW

1. The Customs administrations shall provide each other, either on request or on their own initiative, with all available information that may help to ensure proper application of customs law, the prevention, investigation and combating of customs

offences and the security of the international trade supply chain.

2. Such information may relate to:
 - (a) significant changes in their respective customs laws;
 - (b) new law enforcement techniques having proved their effectiveness;
 - (c) new trends, means or methods of committing customs offences;
 - (d) goods known to be the subject of customs offences, as well as transport and storage methods used in respect of those goods;
 - (e) persons known to have committed a customs offence;
 - (f) any other data and statistical information that can assist customs administrations with risk assessment for control and facilitation purposes.
3. In serious cases that could involve substantial damage to the economy, public health, public security or any other vital interest of one Contracting Party, the customs administration of the other Contracting Party shall, wherever possible, supply such information on its own initiative without delay.
4. Upon request, the requested administration shall provide the requesting administration with information concerning the following matters:
 - (a) whether goods that are imported into the territory of the requesting Contracting Party have been lawfully exported from the territory of the requested Contracting Party;
 - (b) whether goods that are exported from the territory of the requesting Contracting Party have been lawfully imported into the territory of the requested Contracting Party, and the nature of the customs procedure, if any, under which the goods have been placed.
5. In the case of a request, if the customs administration of the requested Contracting Party does not have the information asked for, it shall make enquiries to obtain that information in accordance with the provisions of its customs law.

Article 4

INFORMATION FOR THE ASSESSMENT OF CUSTOMS DUTIES

1. On request, the requested administration shall, without prejudice to Article 19, in support of the proper application of customs law or in the prevention of customs fraud, provide information to assist the requesting administration that has reasons to doubt the truth or accuracy of a declaration.
2. The request shall specify the verification procedures that the requesting administration has undertaken or attempted and the specific information requested.

Article 5

INFORMATION RELATING TO CUSTOMS OFFENCES

Either customs administration shall, on request or on its own initiative, provide the customs administration of the other Contracting Party with information on activities, planned, ongoing, or completed which present reasonable grounds to believe that a customs offence has been committed or will be committed in the territory of the other Contracting Party.

Article 6

AUTOMATIC EXCHANGE OF INFORMATION

The customs administrations may, by mutual arrangement in accordance with Article 20, exchange any information covered by this Agreement on an automatic basis.

Article 7

ADVANCE EXCHANGE OF INFORMATION

The customs administrations may, considering the Paragraph 2 of Article 20 of this Agreement, in accordance with their national legislations exchange the mutually agreed information in advance of the arrival of consignments in the territory of the other Contracting Party.

Article 8

NOTIFICATION

1. On request, the requested administration shall take all necessary measures to notify a person, residing or established in the territory of the requested Contracting Party, of all decisions taken by the requesting administration in application of Customs law concerning that person, that fall within the scope of this Agreement.
2. Such notifications shall be made in accordance with the procedures applicable in the territory of the requested Contracting Party for similar national decisions.

Article 9

SURVEILLANCE AND INFORMATION

1. On request, the requested administration shall maintain surveillance over and provide the requesting administration with information on:
 - (a) goods, either in transport or in storage, known to have been used or suspected of being used to commit a customs offence in the territory of the requesting Contracting Party;
 - (b) means of transport known to have been used or suspected of being used to commit a customs offence in the territory of the requesting Contracting Party;
 - (c) premises known to have been used or suspected of being used in connection with the commission of a customs offence in the territory of the requesting Contracting Party;
 - (d) persons known to have committed or suspected of being about to commit a customs offence in the territory of the requesting Contracting Party, particularly those moving into and out of the territory of the requested Contracting Party.
2. Either customs administration may maintain such surveillance on its own initiative if it has reason to believe that activities planned, ongoing or completed appear to constitute a customs offence in the territory of the other Contracting Party.

Article 10

CONTROLLED DELIVERY

The Customs administrations may, by mutual arrangement, permit, under their control, the movement of unlawful or suspect goods out of, through, or into their respective customs territories with a view to investigating and combating customs offences. If granting such permission is not within the competence of the customs administration, that administration shall endeavour to initiate co-operation with the national authorities that have such competence or it shall transfer the case to those authorities.

Article 11

EXPERTS AND WITNESSES

On request, the requested administration may authorize its officials to appear before a court in the territory of the requesting administration as experts or witnesses in a matter related to a Customs offence.

Article 12

COMMUNICATION OF REQUESTS

1. Requests for assistance under this Agreement shall be exchanged directly between the customs administrations of the Contracting Parties.
2. Requests for assistance shall be made in English in writing or electronically, and shall be accompanied by any information deemed useful for the purpose of complying with such requests. The requested administration may require written confirmation of electronic requests. Where the circumstances so require, requests may be made verbally. Such requests shall be confirmed as soon as possible either in writing, or, if acceptable to both customs administrations, by electronic means.
3. Requests made pursuant to paragraph 1 of this Article, shall include the following details:
 - (a) the name of the requesting administration;

- (b) the name of the requested administration;
 - (c) reference to this Agreement;
 - (d) the matter at issue, type of assistance requested, and reasons for the request;
 - (e) a brief description of the case under review and the legal and administrative provisions that apply; and
 - (f) the names and addresses of the persons to whom the request relates, if known.
4. Where the requesting administration requests that a certain procedure or methodology be followed, the requested administration shall comply with such a request subject to the domestic law in force in its country and administrative provisions.
 5. The information referred to in this Agreement shall be communicated to officials who are specially designated for this purpose by the customs administrations of the Contracting Parties. A list of officials so designated shall be supplied to the customs administration of the other Contracting Party.

Article 13

MEANS OF OBTAINING INFORMATION

1. If the requested administration does not have the information requested, it shall initiate enquiries to obtain that information.
2. If the requested administration is not the appropriate authority to initiate enquiries to obtain the information requested, it may, in addition to indicating the appropriate authority, transmit the request to that authority.

Article 14

PRESENCE OF OFFICIALS IN THE TERRITORY OF THE OTHER CONTRACTING PARTY

1. On written request, officials specially designated by the requesting administration, may, with the authorisation of the requested administration and subject to conditions the latter may impose, for the purpose of investigating a customs offence:
 - (a) examine, in the offices of the requested administration, documents, registers and any other relevant data to extract information in respect of that customs offence;
 - (b) be provided with copies of the documents, registers and other data relevant in respect of that customs offence;
 - (c) be present during an enquiry conducted by the requested administration in the territory of the requested Contracting Party, which is relevant to the interests of the requesting administration.
2. Where the requested administration considers it useful or necessary for an official of the requesting administration to be present when, pursuant to a request, measures of assistance are carried out, it shall inform the requesting administration accordingly.

Article 15

ARRANGEMENTS FOR VISITING OFFICIALS

1. When officials of either Contracting Party are present in the territory of the other Contracting Party under the terms of this Agreement, they must at all times be able to furnish, to the other Contracting Party, proof of their official identity and status.
2. Officials designated by the requesting administration to be present in the territory of the requested Contracting Party, as provided for in Article 14 of this Agreement, shall have a purely advisory role unless otherwise arranged between the Contracting Parties in accordance with Article 20 of this Agreement.
3. Officials shall, while in the territory of the other Contracting Party, under the terms of this Agreement, be responsible for any offence they might commit.

Article 16

USE OF INFORMATION

1. Any information received under this Agreement shall be used only by the customs administrations of the Contracting Parties and solely for the purposes of the Agreement except in cases where the customs administration supplying the information has authorised its use by other authorities or for other purposes in writing.
2. Any information received under this Agreement shall be treated as confidential and shall at least be accorded protection and confidentiality as the same kind of information under the domestic law in force in the country of the receiving Party.
3. The customs administration of the receiving Party may, in accordance with the purposes and within the scope of the Agreement, in its records of evidence, reports, and testimonies, and in proceedings and charges brought before the courts, use as evidence information and documents obtained in accordance with the Agreement.

Article 17

CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA

1. Personal data exchange under this Agreement shall not begin until the customs administrations have, by mutual arrangement in accordance with Article 20, decided that such data will be afforded, in the territory of the Contracting Party where it is received, a level of protection that satisfies the requirements of the national law of the supplying customs administration.
2. On request, the customs administration receiving personal data shall inform the customs administration which supplied that data of the use made of it and the results achieved.
3. Personal data supplied under this Agreement shall be kept only for the time necessary to achieve the purpose for which it was supplied.
4. The customs administration supplying personal data shall, to the extent possible, ensure that this data has been collected fairly and lawfully and that it is accurate and up to date and not excessive in relation to the purposes for which it is supplied.
5. If personal data supplied is found to be incorrect or should not have been exchanged,

this shall be notified immediately. The customs administration that has received such data shall amend or delete it.

6. The customs administrations shall record the supply or receipt of personal data exchanged under this Agreement.
7. The customs administrations shall take the necessary security measures to protect personal data exchanged under this Agreement from unauthorized access, amendment or dissemination.

Article 18

EXEMPTIONS FROM OBLIGATION TO RENDER ASSISTANCE

1. If the requested administration considers that the requested assistance might be prejudicial to public policy, or to the sovereignty, security or other essential interests of that Party, or might in the opinion of that customs administration involve violation of industrial, commercial or professional secrecy, or would be inconsistent with the domestic law in force in its country and administrative provisions, it may refuse to provide assistance or it may provide the assistance only if certain conditions are met.
2. If the requesting administration has requested assistance which it would not itself be able to give if requested by the other customs administration, it shall draw attention to the fact in the request. Compliance with such a request shall be entirely within the discretion of the requested administration.
3. Assistance may be postponed by the requested administration on the ground that it will interfere with an ongoing investigation, prosecution or proceeding. In such a case the requested administration shall consult with the requesting administration to determine if assistance can be given subject to such terms or conditions as the requested administration may require.
4. If assistance is refused, the decision and the reasons for the refusal shall be notified in writing to the requesting administration without delay.

Article 19

COSTS

1. Subject to paragraphs 2 and 3 of this Article, each customs administration shall waive all claims for reimbursement of costs incurred in the execution of this Agreement.
2. Expenses and allowances paid to experts and witnesses, as well as costs of translators and interpreters, other than Government employees, shall be borne by the requesting administration.
3. If expenses of a substantial or extraordinary nature are or will be required to execute a request, the customs administrations shall consult to determine the terms and conditions under which the request will be executed as well as the manner in which the costs shall be borne.

Article 20

IMPLEMENTATION AND APPLICATION OF THE AGREEMENT

1. The customs administrations shall enable their officials responsible for the investigation or combating of customs offences to maintain personal and direct relations with each other.
2. The customs administrations shall jointly decide on detailed arrangements to facilitate the application of this Agreement.
3. Any difficulties or doubts between the Contracting Parties arising from the interpretation or application of the Agreement shall be settled amicably through consultation or negotiation between the Contracting Parties.
4. The customs administrations shall meet in order to review the Agreement on request or at the end of five years from the date of its entry into force unless they notify each other in writing that no such review is necessary.

Article 21

TERRITORIAL APPLICATION OF THE AGREEMENT

This Agreement shall apply to the territory of Georgia and the territory of the Republic of Azerbaijan.

Article 22

OTHER INTERNATIONAL OBLIGATIONS

The provisions of this Agreement shall not affect the rights and obligations of the Contracting Parties arising from other international agreements to which they are parties.

Article 23

DISPUTE SETTLEMENT

Any disputes that may arise in the course of the interpretation or implementation of this Agreement shall be settled through consultations and negotiations between the Contracting Parties.

Article 24

AMENDMENTS AND ADDITIONS

Upon mutual consent of the Contracting Parties, amendments and additions may be introduced to this Agreement, arranged as separate Protocols and making integral parts of this Agreement. These amendments shall enter into force in accordance with the procedure set forth in Article 25 of this Agreement.

Article 25

ENTRY INTO FORCE, DURATION AND TERMINATION

This Agreement shall enter into force on the date of the receipt, through diplomatic channels, of the last written notification by which the Contracting Parties notify each other of the completion of their internal procedures required for the entry into force of this Agreement.

This Agreement is intended to be of unlimited duration but either Contracting Party may terminate it at any time by notification through the diplomatic channel. The termination shall take effect three months from the date of the notification of termination to the other Contracting Party. Ongoing proceedings at the time of termination shall nonetheless be completed in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE AT Tbilisi on the 17 day of March 2014 in two originals in Georgian, Azerbaijani and English languages, all texts being equally authentic. In case of divergence of the interpretation the English text shall prevail.

FOR THE GOVERNMENT OF
GEORGIA

FOR THE GOVERNMENT OF THE
REPUBLIC OF AZERBAIJAN