

**AGREEMENT**

**BETWEEN**

**GENERAL DIRECTORATE OF CUSTOMS OF  
THE REPUBLIC OF ALBANIA**

**AND**

**THE GENERAL ADMINISTRATION OF CUSTOMS OF  
THE PEOPLE'S REPUBLIC OF CHINA**

**ON COOPERATION AND MUTUAL ADMINISTRATIVE  
ASSISTANCE IN CUSTOMS MATTERS**

Preamble

**The General Directorate of Customs of The Republic of Albania** on the one hand;

And

**The General Administration of Customs of The People's Republic of China**, on the other;

Hereinafter referred to as the "Contracting Parties";

**CONSIDERING** the importance of accurate assessment of Customs duties and other taxes and of ensuring proper enforcement by their Customs administrations of prohibitions, restrictions and measures of control;

**CONSIDERING** that offenses against Customs law are prejudicial to the security of the Contracting Parties and their economic, commercial, fiscal social, public health and culture interests;

**RECOGNIZING** the need for international cooperation in matters related to the application and enforcement of their Customs law;

**CONVINCED** that actions against Customs offenses, can be made more effective by close cooperation between their Customs administrations;

**HAVING REGARD TO** obligations imposed under international conventions already accepted by, or applied to the Contracting Parties;

**DESIRING TO** promote and facilitate the flow of goods and passengers between the two countries through mutual cooperation between their Customs administrations and hence promote the "Belt and Road" cooperation;

Have agreed as follows:



## ARTICLE 1 DEFINITIONS

For the purposes of this Agreement:

(a) "Customs administration" shall mean, in the Republic of Albania: the General Directorate of Customs, Ministry of Finance and Economy.

and in The People's Republic of China: the General Administration of Customs.

(b) "Customs law" shall mean the statutory and regulatory provisions relating to the importation, exportation, transshipment, transit, storage and movement of goods, the importation and the exportation of goods and means of transport, the administration and enforcement of which are specifically charged to either Customs administration, and any regulations made by either Customs administration under its statutory power.

(c) "Customs offense" shall mean any violation of the Customs law.

(d) "Person" shall mean natural or legal person.

(e) "Personal data" shall mean any data concerning an identified or identifiable natural person.

(f) "Official" shall mean any Customs officer or other Government agent designated to apply Customs law by either Customs administration.

(g) "Requesting administration" shall mean the Customs administration which requests assistance.

(h) "Requested administration" shall mean the Customs administration from which assistance is requested.

(i) "Information" shall mean any data, whether or not processed or analyzed, and documents, reports and other communications in any format, including authenticated electronic, or certified or authenticated copies thereof.

(j) "Customs Territory" means the territory in which the Customs law of a Contracting Parties applies.

## 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 proper application of Customs law, for the prevention, investigation and combating of Customs offences.

2. All assistance under this Agreement by either Contracting Party shall be provided in accordance with its legal and administrative provisions and within the limits of its Customs administration's competence and available resources.

3. Assistance, as provided for in this Agreement shall not extend to requests for the arrest or detention of persons or the seizure or detention of property or for the recovery of duties, taxes, fines or any other moneys on behalf of the other Party.

4. This Agreement is intended to enhance and supplement mutual assistance practices presently in effect between the Parties. This Agreement shall not hinder the cooperation carried out by the Contracting Parties according to other international agreements or arrangements, and no provisions in this Agreement may be interpreted in a manner that would restrict agreements and practices relating to mutual assistance and cooperation that are already in effect between the Parties.

5. This Agreement is intended solely for mutual administrative assistance between the Customs administrations in Customs matters. The provisions of this Agreement shall not give rise to a right on the part of any private person to obtain, suppress or exclude any evidence or to impede the execution of a request for assistance.

6. 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 the Customs administration of the requested Party is not the appropriate agency, the requested administration shall indicate those appropriate authorities.

### ARTICLE 3 COMMUNICATION OF INFORMATION

1. The Customs administrations may provide each other, subject to their domestic laws and regulations, either on request or on their own initiative, with information which helps to ensure the proper application of



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### ARTICLE 3 COMMUNICATION OF INFORMATION

1. The Customs administrations may provide each other, subject to their domestic laws and regulations, either on request or on their own initiative, with information which helps to ensure the proper application of



Customs law, the prevention, investigation and combating of Customs offences. Such information shall cover:

(a) The information which may help in the accurate assessment of Customs duties, other import or export taxes, fees and charges, and, in particular, in the determination of the value of goods for Customs purposes and tariff classification;

(b) The information which is likely to be of assistance in implementing the rule of origin;

(c) The information which relates to Customs offences in the Customs territory of the requested administration committed, in the process of being committed or in the planning stage.

2. In cases that could involve substantial damage to the economy, public health, public security or any other vital interests of either Contracting Party, the Customs administration of the other Contracting Party shall, whenever possible, supply assistance on its own initiative without delay.

3. The Customs administration of one Party may, either on request or on its own initiative, supply promptly the Customs administration of the other Party with all the information relating to offences which might be of assistance to that Customs administration, in particular, information:

(a) which has come to light in the course of normal activities of the Customs administration of one Party, and which gives good reason to believe that a serious offence will be committed in the territory of the other Party;

(b) which involving customs offences in the territory of the other Party in respect of sources of smuggling goods, routes of illegal trafficking as well as new means and methods of committing smuggling activities in relation to cases exposed by the Customs administration of one Party;

(c) regarding persons known or suspected of committing offences against Customs law in force in the territory of the other Party; concerning goods known to be the subject of illicit traffic; concerning means of transport known or suspected of being used for committing offences against Customs law in force in the territory of the other Party;

(d) observations and findings resulting from the successful application of new enforcement aids and techniques.



4. Information referred to in the paragraph 1, 2 and 3 of this Article shall be requested solely in cases where it is necessary for a particular case. When the requesting administration have furnished the explanation of the indispensability of the requested information for this particular case, as well as the requested administration confirmed this indispensability, the information furnished by the requested administration shall include the relevant documentations, reports, evidence record or authenticated copies of the materials showing the value, disposition, and destination of those goods, and the Customs legislation and procedure used for investigating one Customs offences. The documents provided for in the Agreement may be replaced by electronic information produced in any form for the same purpose.

#### **ARTICLE 4 VERIFICATION**

1. At the request of the Customs administration of one Party, the Customs administration of the other Party shall communicate to that Customs administration information concerning the following matters:

(a) the authenticity of official documents produced in support of a Goods Declaration made to the requesting Party;

(b) whether goods exported from the territory of the requesting Party have been lawfully imported into the territory of the requested Party;  
and

(c) whether goods imported into the territory of the requesting Party have been lawfully exported from the territory of the requested Party.

2. The information stated in subparagraph b and c of paragraph 1 of this Article shall, upon request, also contain the Customs procedure used for clearing the goods.

#### **ARTICLE 5 INVESTIGATION**

Upon the request of the Customs administration of one Party, the Customs administration of the other Party shall, subject to its domestic law,



Customs law, the prevention, investigation and combating of Customs offences. Such information shall cover:

(a) The information which may help in the accurate assessment of Customs duties, other import or export taxes, fees and charges, and, in particular, in the determination of the value of goods for Customs purposes and tariff classification;

(b) The information which is likely to be of assistance in implementing the rule of origin;

(c) The information which relates to Customs offences in the Customs territory of the requested administration committed, in the process of being committed or in the planning stage.

2. In cases that could involve substantial damage to the economy, public health, public security or any other vital interests of either Contracting Party, the Customs administration of the other Contracting Party shall, whenever possible, supply assistance on its own initiative without delay.

3. The Customs administration of one Party may, either on request or on its own initiative, supply promptly the Customs administration of the other Party with all the information relating to offences which might be of assistance to that Customs administration, in particular, information:

(a) which has come to light in the course of normal activities of the Customs administration of one Party, and which gives good reason to believe that a serious offence will be committed in the territory of the other Party;

(b) which involving customs offences in the territory of the other Party in respect of sources of smuggling goods, routes of illegal trafficking as well as new means and methods of committing smuggling activities in relation to cases exposed by the Customs administration of one Party;

(c) regarding persons known or suspected of committing offences against Customs law in force in the territory of the other Party; concerning goods known to be the subject of illicit traffic; concerning means of transport known or suspected of being used for committing offences against Customs law in force in the territory of the other Party;

(d) observations and findings resulting from the successful application of new enforcement aids and techniques.



conduct any necessary investigations or verifications in connection with the matters referred to in the request, which are in the scope of the Agreement, including the questioning of persons suspected of having committed an offence, as well as the inquiring of experts and witnesses. Where, by national law, the requested Party is not competent to provide the assistance referred to in paragraph 1 of this Article, it may, within the limits of its competence, seek to provide any assistance related to the request as deemed appropriate in its normal activities.

## ARTICLE 6 FORM AND SUBSTANCE OF REQUESTS

1. Requests for assistance under this Agreement shall be made in writing, and shall be accompanied by any information deemed useful for the purpose of complying with such requests. Where the circumstances so require, requests may be made verbally. Such requests shall be confirmed as soon as possible in writing.

2. Requests for assistance under this Agreement shall include the following details:

- (a) the name of the requesting administration;
- (b) the matter at issue, type of assistance requested, and reasons for the request;
- (c) a brief description of the case under review and the legal and administrative provisions that apply;
- (d) the names and addresses of the persons to whom the request relates, if known;
- (e) the requirements for methods of communication.

3. All communications under this Agreement between the Parties shall be made (in the official language of the requested Party, or) in English or in any other language officially accepted by the requested Party.

4. In the event that a request fails to meet requirements as set forth in this Article, its correction or completion may be asked for, but this shall not delay any measures which must be taken immediately.



**ARTICLE 7**  
**EXECUTION OF REQUESTS**

1. The requested administration shall take all reasonable measures, within its competence and ability, to execute the request.

2. The requested administration shall comply with a request to follow a certain procedure, unless that procedure would conflict with its domestic law or normal practice in force in the country of the requested Party.

3. Originals of files, documents and other materials shall only be requested in cases where copies would be insufficient, and shall be returned at the earliest opportunity. The rights of the requested administration or of third parties relating thereto shall remain unaffected.

4. The requesting administration shall, if it so requests, be advised of the time and place of the action to be taken in response to the request so that such action may be coordinated.

5. In the event that the request cannot be complied with, the requesting administration shall be notified promptly of that fact, with a statement of the reasons and of any other information that the requested administration considers may be of assistance to the requesting administration.

**ARTICLE 8**  
**EXEMPTION FROM ASSISTANCE**

1. Where any assistance requested under this Agreement may infringe the sovereignty, security, public policy or any other substantive national interest of the requested Party, or prejudice any legitimate industrial, commercial or professional interest, such assistance may be declined by that Party or provided subject to any terms or conditions it may require.

2. 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 specify.

3. Where the requesting administration would be unable to comply if a



similar request were made by the requested administration. it shall draw attention to that fact in its request. Compliance with such a request shall be at the discretion of the requested administration.

4. Where assistance is declined or postponed in the execution of this Article, the fact and reasons for declining or postponement shall be promptly given.

#### **ARTICLE 9 USE, CONFIDENTIALITY AND PROTECTION OF INFORMATION**

1. Any information received under this Agreement shall be used only by the Customs administration of the Contracting Parties, (subject to such restrictions as may be laid down which furnished them), and solely for the purposes of administrative assistance under the terms set out in this Agreement. Such information shall not be used as evidence in judicial or administrative proceedings, or being transferred to other agencies.

2. The requesting administration shall not use the evidence or information obtained under this Agreement for purposes other than those specified in the request, prior to obtaining written consent from the requested administration.

3. Any information received under this Agreement shall be treated as confidential and shall, at least, be subject to the same confidentiality and protection as the same kind of information is subject to under the legal and administrative provisions of the Contracting Party where it is received.

4. If personal data need to be exchanged under this Agreement, the Contracting Parties shall afford a level of protection on such data that satisfies the requirements of the national law of the supplying Customs administration.

#### **ARTICLE 10 COSTS**

1. Subject to paragraph 2 of this Article, the Contracting Parties will waive all claims for reimbursement of costs incurred in the execution of this



Agreement.

2. If expenses of a substantial and extraordinary nature are or will be required to execute the request, the Contracting Parties 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 11 IMPLEMENTATION OF THE AGREEMENT

1. The Contracting Parties shall identify the points of contact for the purpose of dealing with matters in connection with the present Agreement, and take the necessary measures to ensure, to the extent possible, that their officials (who are responsible for investigating or combating Customs offences) maintain personal and direct relations with each other.

2. The Contracting Parties shall decide on the arrangements to facilitate the implementation and application of this Agreement between them.

3. The Contracting Parties shall, in the spirit of friendly cooperation, settle, through full consultation, matters arising from the interpretation and implementation of the Agreement.

4. Disputes for which no solutions are found shall be settled by diplomatic means.

5. The Parties agree that meetings may be held upon the request of either party between the representatives of their Customs administrations for reviewing the implementation of the present Agreement and issues of mutual interest.

## ARTICLE 12 TERRITORIAL APPLICATION OF THE AGREEMENT

This Agreement is applicable to the Customs territory of The Republic of Albania and the Customs territory of The People's Republic of China.



**ARTICLE 13  
REVIEW**

The Contracting Parties 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 14  
ENTRY INTO FORCE AND TERMINATION**

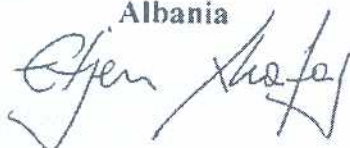
1. The Parties shall notify one another by an exchange of diplomatic notes that all necessary national legal requirements for entry into force have been fulfilled. This Agreement shall enter into force on the ninetieth (90) day following the date of receipt of the last notification.

2. This Agreement is concluded for unlimited duration, but each Party may, at any time, request its termination by serving a written notice through diplomatic channels to the other Party. The present Agreement shall cease to be in force on the ninetieth (90) day following the date of the other Party's receipt of the notice of termination. 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, have signed this Agreement.

DONE on Budapest, on November 27, 2017, in the Albanian, Chinese and English languages, all three texts being equally authentic. In case of any divergence of interpretation of this Agreement, the English text shall prevail.

**For the General Directorate of  
Customs of the Republic of  
Albania**



**For the General Administration of  
Customs of the People's Republic  
of China**

