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Point No. 5 de l'ordre du jour: Garanties internationales portant sur des matériels d'équipement mobiles –

c) Préparation d'autres Protocoles à la Convention du Cap, en particulier portant sur les questions spécifiques aux matériels d'équipement agricoles, miniers et de construction

(Note préparée par le Secrétariat)

<i>Sommaire</i>	<i>Mise à jour des activités entreprises par le Secrétariat</i>
<i>Action demandée</i>	<i>Voir § 12</i>
<i>Mandat</i>	<i>Programme de travail 2011-2013</i>
<i>Degré de priorité</i>	<i>Moyen</i>
<i>Documents connexes</i>	<i>Réponses au questionnaire sur un éventuel 4^{ème} Protocole (UNIDROIT 2007 - C.D. (86) 8 d): figure en Annexe 1)</i>

INTRODUCTION

1. La *Convention relative aux garanties internationales portant sur des matériels d'équipement mobiles* (la Convention) a été ouverte à la signature le 16 novembre 2001. L'article 2(3) de la Convention prévoit que les trois premiers Protocoles porteraient sur les biens aéronautiques, le matériel roulant ferroviaire et les biens spatiaux; les Protocoles relatifs aux biens aéronautiques et au matériel roulant ferroviaire ont été adoptés et le Protocole portant sur les biens spatiaux est à un stade avancé d'élaboration. L'article 51 de la Convention prévoit que la procédure à suivre pour l'élaboration de futurs nouveaux Protocoles impliquerait la création de groupes de travail.

HISTORIQUE

2. Les membres du Conseil de Direction se souviendront que les travaux du Secrétariat sur ce sujet incluaient la préparation d'un questionnaire. Il avait été envoyé aux Etats en 2006 en les invitant à répondre sur la portée, l'application et les avantages éventuels d'un futur protocole portant sur le matériel d'équipement agricole, minier et de construction.

3. Dans son rapport, soumis au Conseil de Direction lors de sa 86^{ème} session portant sur les réponses au questionnaire (C.D. (86) 8 d) – qui figure en Annexe 1 au présent document), le Secrétariat a indiqué que 31 Etats avaient répondu au questionnaire, toutes les régions géographiques et tous les niveaux de développement économique étant représentés. Le questionnaire était composé d'une série de questions visant à obtenir des informations détaillées en ce qui concerne huit secteurs spécifiquement identifiés (agriculture, forêts, pêche, aquaculture, exploitation minière souterraine et en mer, construction et génie civil). Les réponses ont été variées, notamment en raison des différences selon les Etats quant à l'étendue de l'activité interne des secteurs visés. Néanmoins, non seulement les réponses contenaient des informations et des statistiques utiles, mais elles ont également mis en évidence une reconnaissance générale des éventuels avantages d'un protocole, notamment dans le secteur agricole.

4. Les réponses au questionnaire étaient résumées dans le document C.D. (86) 8 d). Vu le développement en cours et futur du projet, les réponses à certaines questions sont pertinentes pour identifier la portée éventuelle d'un futur protocole. Par exemple:

- dans l'ensemble, les réponses ont indiqué qu'un pourcentage élevé d'équipement mobile de grande valeur (tels que les moissonneuses-batteuses) était utilisé dans la production agricole, avec des pourcentages beaucoup plus élevés indiqués dans les économies développées (par ex. Allemagne: 75%, Autriche: 95%, Lettonie: 100%) par rapport aux économies en développement et les économies en transition (par ex. Pakistan: 20%, Ukraine: 21%);
- volume du matériel d'équipement de grande valeur qui est importé ou qui traverse des frontières au cours de son activité: ces volumes variaient, certaines Etats n'indiquant aucun mouvement alors que d'autres indiquaient un fort taux d'importation (par ex. Hongrie: 80-85%, Autriche: 50%);
- les réponses ont suggéré que les Etats dont l'industrie dans ce domaine exportait le faisait avec une gamme diversifiée de matériel d'équipement de grande valeur, les tracteurs et les moissonneuses étant les plus répandus;
- les nombreuses réponses concernant le matériel d'équipement agricole en général (par ex. les tracteurs et les moissonneuses-batteuses) ne trouvaient pas d'équivalent pour les secteurs agricoles plus particuliers des forêts ou de la pêche – les Etats ont indiqué des pourcentages peu élevés d'utilisation de matériel d'équipement de grande valeur dans ces secteurs, et ont exprimé des doutes quant aux éventuels bénéfices d'un protocole pour ces secteurs;
- presque tous les Etats ont indiqué que les utilisateurs tireraient bénéfice de l'accès plus facile au crédit, aussi bien pour le matériel de grande valeur que pour de matériel à plus petite échelle;
- presque tous les Etats ont indiqué avoir identifié qu'un protocole donnerait des avantages à leur pays et/ou qu'ils apporteraient leur soutien à l'élaboration d'un protocole;
- les réponses relatives au matériel d'équipement minier ont été variées et ont mis en évidence des différences considérables quant à l'intensité des activités dans ce secteur (de zéro à grande échelle) et aux pourcentages de propriété du secteur privé (de zéro

à 100%) –; cependant, les Etats qui ont indiqué de telles activités ont également souligné une forte importation de ce type de matériel, et la plupart ont indiqué la possibilité de bénéfices d'un tel protocole;

- les réponses relatives au matériel de construction et de génie civil ont suggéré que bien qu'on ait plus de mal à regrouper des informations sur le montant exact et le type de matériel d'équipement de grande valeur utilisé dans la construction et le génie civil, il y aurait des avantages (tant pour l'industrie nationale qu'à l'exportation) à développer un protocole.

5. Le Secrétariat avait ensuite transmis aux Etats, pour examen et commentaires, le projet de ce que pourrait être le futur Protocole portant sur les matériels d'équipement agricoles, de construction et miniers. Comme cela figure dans le rapport de la 88^{ème} session du Conseil, les commentaires reçus des Etats indiquaient un certain soutien tout en relevant une série des questions à traiter lors de l'élaboration d'un éventuel futur protocole. Il s'agissait notamment du sujet du futur protocole qui était lui-même plutôt vague, ou encore la possibilité de chevauchements entre les trois secteurs de l'agriculture, des mines et de la construction qui pourraient créer des problèmes quand il s'agirait de traiter des questions comme le développement de critères d'inscription. Le Conseil a chargé le Secrétariat de continuer à sonder les Gouvernements et les acteurs privés et d'essayer de restreindre la portée de l'instrument proposé.

POURSUITE DES CONSULTATIONS

6. En 2010, le Secrétariat, en étroite consultation et avec l'appui du Ministère allemand de la Justice, a organisé des consultations avec les principales parties prenantes européennes lors d'un forum d'information à Berlin en mars 2010. Ont notamment participé à ce forum *Caterpillar Financial SARL* (l'un des plus grands financiers de ce type de matériel d'équipement et de grands projets d'infrastructure) qui a indiqué son grand intérêt pour le projet, ainsi que *Zentraler Kreditausschuss* (un comité mixte géré par les principales associations du secteur bancaire allemand). Le Ministère américain des transports a également entrepris des consultations auprès de l'industrie et indiqué un fort intérêt dès les premières discussions avec les représentants de *Equipment Leasing and Financing Association*, groupe de l'industrie ayant pour membres les principaux constructeurs américains et multinationaux ainsi que les grands fournisseurs de services financiers.

7. A sa 89^{ème} session, et après avoir tenu compte de ces éléments, le Conseil a autorisé le Secrétariat à poursuivre les consultations avec les secteurs pertinents, dont l'industrie, afin de mieux comprendre la portée et les avantages potentiels du protocole, et a demandé au Secrétariat de rendre compte du résultat de ces consultations à la session suivante.

8. Suite à la décision du Conseil, et compte tenu de l'histoire des travaux du Secrétariat sur cette question, le Secrétariat a prévu d'organiser un forum en présence d'experts des gouvernements et de l'industrie pour permettre une discussion ciblée et spécialisée ainsi que l'examen de la nécessité et de la viabilité d'un éventuel futur protocole sur le matériel d'équipement agricole, minier et de construction. Le forum serait structuré en présentations (y compris par des experts importants impliqués dans le financement de ce type de matériel), en discussion avec modérateur, ainsi qu'en sessions de questions et réponses pour permettre aux participants de fournir des informations concernant la situation dans leurs pays respectifs, le but étant de continuer à tester l'intérêt à développer un protocole dans ce domaine et à promouvoir une sensibilisation accrue pour faciliter les consultations futures.

9. Sur la base des consultations menées à ce jour, le Secrétariat pense que le forum, tout en couvrant l'agriculture, la construction et les mines, se concentrerait sur le premier secteur; ceci

non seulement pour maximiser les synergies potentielles avec la réunion de consultation sur les questions de réforme du droit de l'agriculture (voir ci-dessous), mais aussi parce que les réponses au questionnaire avaient indiqué un intérêt majeur, et des avantages potentiels, pour un protocole portant sur le matériel d'équipement agricole. En outre, les consultations décrites au paragraphe 6 ci-dessus ont révélé que les bénéficiaires d'un protocole seraient non seulement les participants à l'industrie de l'agriculture, de la construction et des mines, mais aussi les constructeurs, les financiers/bailleurs et les exportateurs qui pourraient être représentés au forum.

10. L'un des principaux objectifs du forum serait de promouvoir un examen plus approfondi du potentiel d'un tel protocole et des avantages économiques qu'il apporterait afin que les secteurs de l'industrie concernés puissent maintenir leur intérêt et soutien tout au long du processus d'élaboration et de mise en œuvre du protocole. Si les consultations à ce jour suggèrent qu'il devrait y avoir des avantages économiques, la question se pose de savoir quelle est la nature de ces avantages économiques parce que le type de matériel d'équipement en question est en général peu mobile et traverse peu fréquemment les frontières.

11. Le Secrétariat avait prévu d'organiser le forum juste avant ou après la réunion de consultation sur les aspects de droit privé du financement agricole qu'UNIDROIT devait à l'origine organiser à Rome, en coopération avec d'autres organisations basées à Rome, au deuxième trimestre 2011. Toutefois, d'autres projets prioritaires ainsi que les calendriers des autres organisations basées à Rome font que la réunion de consultation a dû être reportée et ne se tiendra pas avant le second semestre 2011. Par conséquent, le forum sur l'éventuel futur protocole portant sur le matériel d'équipement agricole, de construction et minier sera également reporté au second semestre 2011. Entretemps, le Secrétariat propose de poursuivre les contacts avec les secteurs de l'industrie afin de mieux définir la portée et les avantages éventuels du Protocole.

ACTION DEMANDEE

12. *Le Secrétariat d'UNIDROIT invite le Conseil de Direction à prendre note de la proposition du Secrétariat d'organiser un forum au courant du second semestre 2011.*

ANNEXE 1

CONSEIL DE DIRECTION
86^{ème} session
Rome, 16-18 avril 2007

UNIDROIT 2007
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 Original: anglais

Point No. 8 de l'ordre du jour: Les garanties internationales portant sur des matériels d'équipement mobiles -

d) Préparation d'un nouveau Protocole à la Convention du Cap portant sur les questions spécifiques aux matériels d'équipement agricoles, de construction et miniers

(note préparée par le Secrétariat)

<i>Sommaire</i>	<i>Le document fait état des réponses au Questionnaire concernant l'éventuel Protocole à la Convention du Cap de 2001 portant sur des matériels d'équipement agricoles, de construction et miniers envoyé aux Etats membres et aux Etats non membres impliqués dans le processus du Cap conformément aux instructions du Conseil de Direction lors de sa 85^{ème} session</i>
<i>Action demandée</i>	<i>(1) Déterminer la priorité du sujet; (2) Décider si un Groupe d'étude doit être convoqué</i>
<i>Documents connexes</i>	<i>C.D. (85) 7(c)</i>

PRINCIPAUX PARAMETRE DE DISCUSSION PROPOSES PAR LE SECRETARIAT

PRIORITE				
	élevée	moyenne	basse	à déterminer

1. INTRODUCTION

1. Lors de sa 84^{ème} session, le Conseil de direction a décidé d'inclure dans son Programme de travail 2006 – 2008 la préparation d'un quatrième Protocole à la Convention du Cap de 2001 relative aux garanties internationales portant sur des matériels d'équipement mobiles qui couvre les matériels d'équipement agricoles, de construction et miniers. Lors de la 85^{ème} session du Conseil de direction, le Secrétariat a soumis un document préliminaire qui analyse des données relatives aux secteurs agricole, de construction et miniers. Le Conseil de direction a décidé que le Secrétariat doit continuer ses recherches préliminaires jusqu'à ce que des ressources soient disponibles pour payer les honoraires d'experts dans les trois domaines concernés, notamment en distribuant un questionnaire aux Etats membres afin d'obtenir les informations nécessaires pour le document de base.

Suite à cette décision, le Secrétariat a préparé un questionnaire qui a été préalablement distribué aux membres du Conseil de direction et ensuite aux Etats membres. Il a été également soumis aux Etats non membres qui étaient impliqués dans l'élaboration et la finalisation de la Convention du Cap. Au total, 169 Etats membres ont été contactés, 60 Etats membres et 109 Etats non membres.

2. Le Questionnaire a suscité un grand intérêt: à la fin du mois de février 2007, 21 réponses ont été reçues de la part des Etats membres et 10 des Etats non membres, il s'agit d'un nombre considérablement élevé. Une liste des Etats qui ont répondu se trouve au début de l'annexe 1, laquelle contient une table avec les réponses reçues. Ce qui est peut-être surprenant c'est que des cinq pays qui ont manifesté un intérêt pour la préparation d'un quatrième protocole à la Convention du Cap dans leur réponse au Secrétariat qui leur demandait de fournir des observations sur le programme de travail proposé pour 2006 – 2008, à savoir l'Allemagne, l'Australie, le Brésil, la Suède et les Etats-Unis, trois seulement ont répondu au Questionnaire (l'Allemagne, l'Australie et la Suède). Lorsqu'il est vrai que pour des Etats fédéraux aussi vastes que les Etats-Unis et le Brésil, il peut être difficile de fournir des réponses compte tenu des considérables différences qui existent entre les Etats de la fédération en ce qui concerne, par exemple, l'agriculture, ce qui est surprenant c'est que ces Etats n'ont pas donné de réponse. En outre, des Etats qui ont répondu deux seulement sont des Etats contractants à la Convention du Cap y ayant adhéré (l'Angola et le Pakistan), et six autres seulement l'ont signé (l'Allemagne, le Chili, la Jordanie, la Suisse, la Turquie et l'Ukraine). La majorité des pays qui ont répondu au Questionnaire sont des pays qui n'ont ni signé ni adhéré à la Convention, et les 27 pays restants qui ont signé la Convention n'ont pas fourni de réponse. Une remarque intéressante, tenant compte de l'histoire du projet et l'origine du nouvel développement que le système du Cap représente, est que la majorité des pays qui ont répondu au Questionnaire sont des pays de droit civil, alors que la majorité des parties à la Convention sont des pays de *common law*.

3. Différents Etats ont difficilement pu se procurer les statistiques requises par le Questionnaire vu que les données que les autorités ou les bureaux susceptibles de les élaborer recueillent sont bien plus détaillées et organisées différemment. Par conséquent, les réponses reçues nécessitent d'être examinées par un expert car elles reproduisent des données détaillées sur les matériels (comme l'Equateur, par exemple), que seul un expert serait capable d'évaluer. Un autre type de connaissance spécialisée est requise pour la réponse tunisienne, qui tout d'abord indique que l'information requise appartient au domaine d'autres ministères que celui du Ministère de la Justice, et qui ensuite explique le système juridique tunisien sur les sûretés. Les réponses qui n'ont pas pu être transposées dans un tableau seront soumises aux membres du futur Comité d'étude.

2. BUT DU QUESTIONNAIRE

4. L'objectif principal de la Convention du Cap est, en utilisant les termes du Commentaire Officiel, "le financement efficace des matériels d'équipement mobiles. [...] Le système de la Convention est destiné à apporter des avantages économiques importants aux pays de tout niveau économique et en particulier aux pays en développement en leur permettant d'accéder à des financements commerciaux pour les équipements mobiles qui étaient jusqu'ici indisponibles ou seulement disponibles à des conditions financières peu avantageuses. L'adoption d'un régime juridique international équilibré en ce qui concerne les garanties devrait encourager les financements et en améliorer les conditions"¹. Un premier objectif est donc celui d'assister les pays en développement.

¹ R. Goode, Op. cit., 5. Paragraphe 8 des commentaires (vue d'ensemble) de la deuxième partie.

5. Tenant compte de la nature très différente des matériels d'équipement proposés pour un quatrième protocole comparés à ceux des matériels d'équipement couverts par les trois premiers Protocoles (matériels d'équipement aéronautiques, le matériel roulant ferroviaire et les biens spatiaux), à savoir les matériels d'équipement agricoles, de construction et miniers, un certain nombre de différences doivent être prises en considération.

6. Le but de la Convention est de couvrir les garanties *internationales* portant sur des matériels d'équipements *mobiles*, c'est-à-dire des matériels d'équipement qui se déplacent d'un pays à un autre dans le cadre de leur utilisation. Ce qui est notamment le cas pour les avions ainsi que pour de nombreux chemins de fer, sans compter les satellites dans l'espace extra-atmosphérique. Dans le cas des matériels d'équipement agricoles, de construction et miniers ceci n'est pas si évident, bien qu'il y ait certainement des matériels d'équipement qui se déplacent d'un pays à un autre aussi bien lorsqu'ils sont acquis à l'étranger ou dans les zones frontalières ce qui peut se produire principalement lorsqu'ils sont loués.

7. La Convention ne spécifie aucune condition de mobilité et d'internationalité. Comme cela est indiqué dans le Commentaire Officiel, « [l]es critères de mobilité et d'internationalité sont considérés comme inhérents à la nature du matériel d'équipement mais ne sont pas énoncés de manière explicite par la Convention. Ceci permet l'application de la Convention à une opération interne, c'est-à-dire lorsque toutes les parties à l'opération de même que le lieu de situation du bien sont le même Etat contractant lors de la conclusion du contrat (article premier n)). [...] Le problème pratique résulte du fait qu'une opération interne, lorsque le contrat est conclu, peut se transformer dès le lendemain en une opération internationale du fait du déplacement du bien d'un Etat à un autre. De plus, le créancier peut ne pas être en mesure de savoir si ce déplacement a eu lieu. Aussi, une opération internationale peut découler d'une opération interne, ce sera le cas lorsque le contrat de bail est interne mais que le preneur accorde une sous-location à une partie située dans un autre Etat contractant. De fait, la Convention aborde ce problème sous un angle pratique en couvrant toutes les opérations pouvant relever du champ d'application de l'article 2 même si, dans certaines hypothèses, ces opérations sont internes. [...] ». La question qui naturellement se pose est s'il faut aller au-delà et de ne pas seulement permettre de prendre des opérations internes dans certains cas, mais préparer un protocole qui couvre les opérations qui sont essentiellement internes.

8. La législation a comme but de résoudre les problèmes en réglant les relations, telles que les relations commerciales. Il s'agit de vérifier si l'instrument adopté atteint le but préfixé. Le Secrétariat voulait être sûr de l'utilité d'un futur protocole avant de se lancer dans cette entreprise de le préparer et d'investir les ressources humaines et financières nécessaires à cette fin. L'objectif visé par le quatrième protocole est celui de faciliter l'accès au crédit aux personnes travaillant dans les secteurs agricole, de construction et minier. Par conséquent, le Secrétariat a suggéré, et le Conseil a approuvé, de recueillir des informations ultérieures par le biais d'un Questionnaire.

9. Le Questionnaire a été conçu pour obtenir des informations sur la situation dans les secteurs concernés, en fournissant une réponse à quelques questions: le matériel d'équipement agricole de grande valeur comprendrait le matériel d'équipement telle que la moissonneuse-batteuse, mais l'agriculture des pays dont le Protocole se propose d'assister serait-elle en mesure d'utiliser de tels matériels d'équipement même si les cultivateurs étaient en mesure d'en acquérir? Les exploitations agricoles sont-elles suffisamment grandes? Dans le cas des forêts et des mines, existent-ils des lois visant à la protection de l'environnement qui pourraient annuler les avantages d'un Protocole et, par conséquent, rendre sa préparation inutile? S'il n'était pas possible d'utiliser de grandes moissonneuses dans un pays, il serait probablement plus utile de faciliter l'acquisition de matériels d'équipement de plus petite taille, même si cela devait signifier sortir du cadre de la Convention du Cap. Une question supplémentaire a été ajoutée au

Questionnaire afin de savoir si faciliter l'acquisition de matériels agricoles de plus petite taille serait utile.

3. REPONSES AU QUESTIONNAIRE

10. Des 31 réponses reçues, 12 sont parvenues de l'Europe, outre la Fédération de Russie et la Turquie qui traversent deux continents. Ce sont tous des Etats membres d'UNIDROIT, à l'exception de l'Ukraine, qui, on espère, sous peu joindra l'Institut. Du Moyen Orient que des Etats non membres ont répondu, en particulier la Jordanie. De l'Asie, deux des trois Etats qui ont répondu sont des Etats membres (le Japon et le Pakistan, l'Etat non membre étant le Cambodge). De l'Afrique, trois des quatre Etats qui ont répondu sont des Etats non membres (l'Angola, Maurice et l'Ouganda), alors qu'un seul est Etat membre (la Tunisie). En ce qui concerne le continent américain, il faudrait noter que ni le Canada ni les Etats-Unis ont répondu. Des sept Etats qui ont répondu, quatre sont des Etats membres (le Mexique, le Chili, le Nicaragua et l'Uruguay), alors que trois ne le sont pas (l'Equateur, Honduras et Grenade). Du Pacifique du sud, l'Australie a répondu avec la Nouvelle Zélande, un Etat non membre.

11. Pour avoir une idée du commerce du matériel d'équipement mobile de grande valeur qui existe, en plus des questions portant sur la structure des secteurs pris en considération, chaque section du Questionnaire contenait des questions pour connaître la destination du matériel d'équipement de la part des pays exportateurs, quel type de matériel d'équipement mobile de grande valeur était exporté et quel était le pourcentage du matériel d'équipement de grande valeur exporté par rapport à tout le matériel d'équipement agricole exporté et/ou produit. Peu nombreuses ont été les réponses à ces questions, et ceci pour toutes les sections du Questionnaire.

12. Une réponse que le Secrétariat a considéré quelque peu curieuse était fréquente dans toutes les sections du Questionnaire, à savoir la réponse à la question si pour l'acquisition du matériel d'équipement il existait des difficultés à obtenir un crédit. La majorité des Etats a invariablement répondu qu'il n'existait pas de problèmes de crédit, et si d'une part la majorité affirmait que les utilisateurs auraient des avantages si l'obtention d'un crédit pouvait être facilitée, la majorité des Etats ensuite déclarait soutenir la préparation d'un Protocole. Ceci semble contradictoire, s'il n'existe pas de problèmes vraisemblablement un instrument international ne serait pas nécessaire et l'on peut se demander pourquoi cette majorité en soutient la préparation.

(A) AGRICULTURE

13. La section portant sur l'agriculture a été divisée en différents secteurs qui constituent les activités de la FAO (Organisation des Nations Unies pour l'alimentation et l'agriculture), donc l'agriculture, les forêts et la pêche, y compris l'aquaculture. Les questions posées pour chaque domaine différaient seulement légèrement.

(1) Agriculture

14. Il est intéressant de noter que jusqu'à 20 Etats ont indiqué qu'entre 80 et 100% des exploitations agricoles étaient privées (agriculteur indépendant ou autre). A l'exception de la Fédération de Russie, les coopératives constituaient seulement une partie des exploitations agricoles et encore moins étaient des exploitations étatiques, la taille moyenne des exploitations agricoles était petite pour les agriculteurs indépendants, grande pour les coopératives et encore plus grande pour les exploitations agricoles étatiques. En ce qui concerne le pourcentage des matériels d'équipement mobiles de grande valeur utilisés pour l'agriculture, les réponses étaient considérablement variées, plusieurs réponses communiquant l'impossibilité de fournir un

pourcentage. Le pourcentage des matériels d'équipement mobiles de grande valeur importés dans le pays et/ou utilisés dans le pays, qui se déplacent au delà des frontières au cours de leur utilisation était aussi variée : la totalité des Etats n'a pas répondu à cette question mais les Etats qui ont répondu incluent ceux qui ont déclaré 0% ou affirmé que l'information n'était pas disponible. Le pourcentage des matériels d'équipement mobiles de grande valeur loués ponctuellement variait dans l'ensemble de 0 à 70% et 95% pour les moissonneuses-batteuses et les cueilleuses de coton.

15. Une question supplémentaire pour le secteur de l'agriculture consistait à demander si l'obtention plus facile du crédit pour l'acquisition des plus petits matériels d'équipement pouvait représenter un avantage. Treize Etats ont répondu, la majorité de façon affirmative. En considérant que cela ne serait pas envisagé dans le cadre de la Convention du Cap, il est suggéré que cela puisse devenir un futur projet de l'Institut, peut-être en collaboration avec la FAO.

(2) *Les forêts*

16. Dans l'ensemble, peu d'Etats ont répondu aux questions concernant les forêts. Les réponses étaient encore plus variées, le pourcentage des forêts appartenant à l'Etat est compris entre 5 et 90%. Un éventail semblable s'applique également aux forêts privées. Il y avait également des variations : en Finlande, par exemple, les exploitations étaient totalement privées (100%) mais l'Etat était actionnaire de certaines sociétés. Etonnamment, la moitié des pays qui ont répondu à la question relative aux restrictions applicables à l'industrie forestière a énoncé qu'il n'y en avait aucune. Ceci est surprenant, compte tenu de la sensibilisation en matière d'environnement et les statistiques alarmantes sur la coupe d'arbres (voir document CD (85)7c)). La Jordanie représentait une exception, elle énonçait que les zones forestières dans le pays étaient peu étendues et que la coupe d'arbres était interdite.

17. Dans l'ensemble, les informations relatives au pourcentage des matériels d'équipement mobiles forestiers de grande valeur, au pourcentage des matériels d'équipement importés et/ou utilisés dans le pays qui sont déplacés au delà des frontières au cours de leur utilisation ainsi qu'au pourcentage des matériels d'équipement loués ponctuellement plutôt qu'achetés, étaient insuffisantes pour permettre une évaluation réelle concernant l'industrie forestière. A nouveau, il semblerait qu'il n'existe pas de difficultés de crédit, mais dans ce cas les réponses à la question relative à l'avantage des utilisateurs d'un Protocole étaient plus variées, certains Etats ont reconnu qu'ils ne sauraient pas donner une réponse, d'autres ont déclaré que les utilisateurs n'auraient pas d'avantages. Les Etats étaient également moins unanime dans leur soutien à la préparation d'un Protocole.

(3) *Pêche*

18. En ce qui concerne l'industrie de la pêche, presque la totalité des pays ont indiqué que l'industrie était privée et qu'il existait également des restrictions concernant la quantité et les espèces qu'il est permis de pêcher. Ces restrictions sont nettement en accord avec les efforts des Gouvernements d'assurer que les poissons, considérés comme des ressources renouvelables, ne soient pas pêchés jusqu'à leur extinction. De l'autre côté, les données concernant les pourcentages des matériels d'équipement de grande valeur importés et/ou utilisés dans le pays, qui sont déplacés au delà des frontières au cours de leur utilisation et qui sont loués ponctuellement plutôt qu'achetés, étaient quasiment absentes. Selon toute apparence dans l'industrie de la pêche, il n'existe pas de difficultés de crédit, à l'exception de l'Ukraine qui a indiqué que de telles difficultés existaient. Malgré l'indication d'un grand nombre d'Etats qu'il n'existe pas de difficultés de crédit, la plupart des Etats ont indiqués que les utilisateurs auraient un avantage accru à obtenir plus facilement du crédit. En ce qui concerne le soutien des Etats

pour la préparation d'un Protocole qui prenne en considération la pêche, les réponses étaient variées : il n'y avait pas clairement une réponse affirmative ou négative.

(4) *Aquaculture*

19. En ce qui concerne l'aquaculture, où sont utilisés des matériel d'équipement souvent coûteux, l'exploitation privée était majoritaire. Les données relatives au pourcentage des matériels d'équipement mobiles de grande valeur n'étaient pas toujours disponibles, mais le pourcentage des matériels d'équipement mobiles de grande valeur importés dans le pays était souvent élevé, lorsque les données étaient disponibles. Le pourcentage des matériels d'équipement mobiles de grande valeur loués plutôt qu'achetés était dans la plupart des cas nul ou inconnu. A nouveau, il n'existait pas de difficultés de crédit, mais les utilisateur auraient un avantage accru à obtenir plus facilement du crédit. Une majorité des Etats étaient en faveur de la préparation d'un Protocole international.

(B) EXPLOITATION MINIERE

20. L'exploitation minière a été divisée en exploitation minière souterraine et exploitation minière en mer.

(1) *Exploitation minière souterraine*

21. La majorité des pays qui ont répondu à cette section du Questionnaire ont dressé une longue liste des métaux et autres minerais exploités. Avec quelques exceptions, l'industrie minière était privé : en Pologne, par exemple, l'Etat possédait 100% de l'industrie de lignite et 84% du pétrole et de l'industrie du charbon, en Turquie l'Etat possédait 100% de l'industrie du charbon dur, 100% des métaux radioactifs et 65% de l'industrie de lignite. Même si la taille de l'industrie minière dans les différents pays était variable, et la taille de celle-ci dépendait aussi de ce qui était exploité, un nombre étonnant indiquait que l'industrie minière était à petite échelle. Des restrictions en matière d'exploitation existaient dans peu de pays, et étaient souvent indiqués en termes de limitations annuelles d'extraction, mais il existait également des restrictions concernant les substances exploitées : en Nouvelle Zélande l'exploitation minière d'uranium était interdite, et en Turquie seul l'Etat pouvait extraire les minéraux radioactifs. La majorité des Etats ont indiqué que le pourcentage des matériels d'équipement mobiles de grande valeur était inconnu, d'autres Etats ont estimé que le pourcentage était élevé. De même, les données sur les matériels d'équipement mobiles de grande valeur importés ou loués n'étaient pas disponibles, même si les indications étaient que les matériels d'équipement n'étaient pas loués. Avec l'exception de l'Ouganda et de l'Uruguay, les réponses parvenues indiquaient qu'il n'existait pas de difficultés de crédit pour l'acquisition des matériels d'équipements miniers de grande valeur, mais malgré cela la plupart des pays soutenaient que les utilisateurs auraient des avantages si un Protocole devait être préparé et la majorité des Etats étaient en faveur de cette préparation.

(2) *Exploitation minière en mer*

22. Peu d'Etats ont répondu à la section consacrée à l'exploitation minière en mer, et certains d'entre eux ont répondu uniquement pour indiquer que dans leur pays l'exploitation minière en mer n'existait pas. L'Allemagne et la Nouvelle Zélande ont indiqué que la structure de l'industrie en mer était privée, l'exploitation minière étant de gaz et de pétrole. Il n'existait pas de restrictions pour l'exploitation minière en mer et les données relatives au pourcentage des matériels de grande valeur importés ou loués n'étaient pas disponibles. Dans le cas de l'exploitation minière en mer les réponses à la question si oui ou non ils étaient en faveur de la préparation d'un protocole additionnel étaient au mieux mitigées; seules l'Allemagne et la

Nouvelle Zélande ont répondu, la première a déclaré qu'elle n'était pas en mesure de donner une réponse, la seconde a simplement répondu « peut-être ».

(c) CONSTRUCTION

23. La section relative à la construction a été également divisée en deux parties: construction (se référant essentiellement aux bâtiments) et génie civil (ponts, tunnels, etc.).

(1) Construction

24. Dans le cas de la construction, dans la plupart des pays cette industrie était privée. Il n'y avait pas de données disponibles sur le pourcentage des matériels d'équipement de grande valeur, mais la plupart des pays qui ont répondu ont indiqué que ces matériels étaient importés. Le pourcentage des matériels d'équipement de grande valeur loués plutôt qu'achetés était supérieur dans l'industrie de la construction que dans les autres domaines couverts par le Questionnaire: 100% en Jordanie, 80% au Cambodge, 30-35% en Allemagne, 25% au Pakistan et 14% Chypre. A nouveau, aucune difficulté de crédit n'était signalée, mais la majorité des Etats soutenaient que les utilisateurs auraient un avantage accru à obtenir plus facilement du crédit, par conséquent, un grand nombre des pays qui ont répondu étaient en faveur de la préparation d'un Protocole.

(2) Génie civil

25. La section à laquelle peu d'Etats ont répondu correspond à celle du génie civil, ce qui est un peu surprenant si l'on considère son importance ainsi que les frais relatifs aux appareils utilisés pour les travaux de génie civil. Même dans ce cas, les données recueillies signalaient que l'industrie était privée, bien que l'on ne puisse pas exclure que l'inverse soit vrai si une enquête mondiale devait être menée. Le pourcentage des matériels d'équipement mobiles de grande valeur utilisés en génie civil était 80% pour l'Allemagne et 60% pour le Pakistan, les données pour Chypre et la Lituanie étaient indisponibles. En ce qui concerne le pourcentage des matériels d'équipement qui se déplacent au-delà des frontières au cours de leur utilisation, l'Allemagne indiquait 20% et le Pakistan 40%. Le pourcentage des matériels d'équipement utilisés pour les travaux de génie civil loués ponctuellement était 20% pour Chypre, 35% pour l'Allemagne et 50% pour le Pakistan. Probablement, ces chiffres seraient très similaires dans d'autres pays. A nouveau, les informations reçues signalaient qu'il n'existait pas de difficultés à obtenir du crédit et que les utilisateurs auraient un avantage accru à obtenir plus facilement du crédit. Tous les Etats qui ont répondu ont soutenu la préparation d'un Protocole.

(D) REMARQUES CONCLUSIVES SUR LE QUESTIONNAIRE

26. La perspective de préparer un Protocole à la Convention du Cap couvrant les matériels agricoles, de construction et miniers a suscité un grand intérêt. Peu de fois autant d'Etats ont répondu à une enquête par Questionnaire. Ceci nonobstant, les réponses ne peuvent pas être considérées comme conclusives. Les statistiques recueillies montrent des différences importantes et dans de nombreuses occasions la réponse reçue était « non disponible ». Une contradiction a été également mise en évidence par la quasi-totalité des Etats ; tout d'abord, ils déclaraient qu'il n'existait aucune difficulté concernant l'obtention de crédit et ensuite ils déclaraient que les utilisateurs auraient un avantage accru à obtenir plus facilement du crédit, pour enfin soutenir la préparation d'un Protocole. Le Conseil est invité à décider si donner suite à ce projet malgré ces contradictions.

4. UN ESSAI POUR UN PROTOCOLE

27. Au cours de ses recherches préliminaires, le Secrétariat a décidé de comparer les dispositions des trois protocoles adoptés jusqu'à présent ou en cours de préparation, dans le but de déterminer combien de ces dispositions seraient également adaptées pour un protocole portant sur les matériels d'équipement agricoles, de construction et miniers. Le résultat de cette comparaison est reproduit dans l'annexe 2 de ce document.

28. Cette comparaison permet de conclure que virtuellement toutes les dispositions contenues dans un Protocole sont également contenues dans les deux autres, et il n'y a pas de raisons pour supposer qu'elles ne pourraient pas être incluses dans un quatrième Protocole. Les différences étant minimales, même si parfois importantes, (par exemple les dispositions en matière d'insolvabilité). Le texte d'un éventuel quatrième Protocole est inséré dans la colonne 4 de l'annexe 2. Lorsque les dispositions sont identiques pour les trois Protocoles, la même disposition a été insérée dans le quatrième Protocole. Lorsqu'il y a des différences, le texte choisi est celui qui mieux semble satisfaire les besoins des secteurs concernés. Clairement, le comité qui examinera le projet à l'aide de compétences particulières dans les trois types de matériel d'équipement traités considérera ces différences à la lumière des besoins spécifiques de leur domaine d'expertise.

29. Selon le Secrétariat, il n'y a que quelques questions qui nécessiteraient d'être tranchées si l'Institut décidait de continuer avec ce projet. Les questions incluent:

- *les matériels d'équipement que le Protocole devrait couvrir*: seuls les experts peuvent décider quels matériels d'équipement devraient être couverts et connaître pour quels types de matériels il existe des problèmes de crédit;
- *le Registre*: probablement le point essentiel, en considérant la nature et l'éventuel grand nombre de matériel d'équipement qui serait couvert: on peut s'attendre que le nombre des matériels d'équipement sera bien plus élevé que le nombre des matériels d'équipement couverts par les trois autres Protocoles et l'existence, ou l'absence de registres nationaux pour les catégories des matériels d'équipement traités nécessite d'être considérée;
- si certaines dispositions qui existent dans l'un ou l'autre des trois Protocoles doivent être incluses dans le quatrième Protocole ((par exemple concernant le champ d'application (Article IV Protocole Aéronautique et Article IIIbis projet de Protocole spatial), ou à l'autorisation de demande de radiation de l'immatriculation (Article XIII Protocole Aéronautique)) ou bien dans tous les cas examinés vérifier ce qui convient le mieux pour les matériels d'équipement considérés (les dispositions en cas d'insolvabilité et les différentes alternatives incluses (Article XI du Protocole Aéronautique et du projet de Protocole spatial, Article IX Protocole ferroviaire).

30. En conclusion, on peut affirmer qu'il existe un grand intérêt, même si la nécessité réelle d'un quatrième Protocole n'est peut-être pas totalement claire. Néanmoins, si la préparation d'un quatrième Protocole pour faciliter l'obtention d'un crédit pouvait aboutir à un résultat positif, il serait peut-être précieux de poursuivre la préparation d'un quatrième Protocole.

LIST OF COUNTRIES THAT HAVE REPLIED

1. MEMBER STATES

1. Australia
2. Austria
3. Chile
4. Cyprus
5. Finland
6. Germany
7. Greece
8. Hungary
9. Japan
10. Latvia
11. Lithuania
12. Mexico
13. Nicaragua
14. Pakistan
15. Poland
16. Russian Federation
17. Sweden
18. Switzerland
19. Tunisia
20. Turkey
21. Uruguay

2. NON-MEMBER STATES

1. Angola
2. Cambodia
3. Ecuador
4. Grenada
5. Honduras
6. Jordan
7. Mauritius
8. New Zealand
9. Uganda
10. Ukraine

**PROPOSED PROTOCOL TO THE 2001 CAPE TOWN CONVENTION
ON INTERNATIONAL INTERESTS IN MOBILE EQUIPMENT ON
AGRICULTURAL, MINING AND CONSTRUCTION EQUIPMENT**

REPLIES TO THE QUESTIONNAIRE

(1) AGRICULTURE	
(A) AGRICULTURE (FARMING)	
<i>Structure of the agriculture of your country in percentage of the total:</i>	
<i>Single farmer:</i>	
Austria:	183.700
Chile:	88%
Cyprus:	99.01%
Ecuador:²	77.45%
Finland:	88.3%
Germany:	[2003] 94.3%
Greece:	99.93%
Grenada:	98%
Honduras:	99.5%
Hungary:	83.2%
Mauritius:	44000 (31000 ha)
Japan:	Farm households: 1,981,283 entities [= approx. 98%]
Jordan:	100%
Lithuania:	99.8%
Nicaragua:	98.7% + 0.7% (family group)
Pakistan:	99.997%
Poland:	99.84%
Sweden:	97% (93 % private farms, 5 % limited companies)
Turkey:	3.076.000
Ukraine:	69.4%
<i>Co-operatives:</i>	
Austria:	6.500
Chile:	2.4%
Cyprus:	0.84%
Ecuador:³	1.59%
Finland:	0.8%
Greece:	0.0392%
Honduras:	0.5%
Hungary:	1.2%
Lithuania:	0.02%

² Number calculated from detailed data provided by the Ecuador Government.

³ Number calculated from detailed data provided by the Ecuador Government.

Mauritius:	261
Nicaragua:	0.3%
Poland:	0.03%
Russian Federation:	45.8%
Switzerland:	1.4%
Turkey:	12.210
Ukraine:	2.7%
<i>State-owned:</i>	
Cyprus:	0.1%
Finland:	0.2%
Greece:	0.0061%
Grenada:	2%
Hungary:	11.4%
Latvia:	0.08% (no farms) 0.3% (land area) Public sector
Lithuania:	0.001%
Pakistan:	0.00257%
Poland:	0.03%
Russian Federation:	0.4% (sovkhoz)
Ukraine:	3.6%
<i>Other (please specify):</i>	
Australia:	100% privately owned
Chile:	Heirs, <i>de facto</i> corporations
Cyprus:	0.05%
Ecuador:⁴	Mixed tenure: 15.87%, Other: 5.07%
Finland:	Municipality / City 0.2 %, Church 0.1 %, Heirs / Family-Owned Company 10.4 %
Germany:	[2003] Partnerships: 4.5%; Legal persons under private law: 1.1%; Legal persons under public law: 0.2%
Greece:	0.0211%
Japan:	28,097 [approx. 2%]
Latvia:	99.92% (no. farms) 99.7% (land area)
Lithuania:	Agricultural enterprises and other enterprises: 0.2%
Mauritius:	Private sector: 42700 ha (14 SE's)
New Zealand:	Total number of farms in 2003: 66,054
Nicaragua:	0.2% enterprises, 0.1% others
Poland:	0.10% companies
Russian Federation:	Joint stock companies 5.5%, Closed joint stock companies 10.3%, Ltd 20.5%, Partnership in commendam 0.6%, Association of farm households 0.7%, Collective farms (kolkhoz) 5.0%, Collective enterprises 1.0%, Public industries 4.6%, Municipal public industries 2.5%, Others 3.1%
Sweden	3%
Ukraine:	24.3%

4

Number calculated from detailed data provided by the Ecuador Government.

<i>Average size of land holdings in your country:</i>	
<i>Single farmer:</i>	
Austria:	34.0
Chile:	68 ha
Cyprus:	32.5 ha
Finland:	31.29 ha
Germany:	[2003] 30 ha
Greece:	47.95 ha
Grenada:	2.6 ha
Honduras:	10 ha
Hungary:	500 ha (companies), in the case of single farmers less
Japan:	1.74 ha farm households
Jordan:	4 ha
Latvia:	22.9 ha
Lithuania:	11 ha
Mauritius:	0.1 – 2 ha (92%)
Pakistan:	3.1 ha
Poland:	5.86 ha
Russian Federation:	75 ha (farm households)
Sweden	Private farms 38 ha/holding; limited companies 145 ha/holding (In average 42 ha of agricultural land per holding)
Switzerland:	ca. 20 ha
Turkey:	6.1 ha
Ukraine:	77 ha
<i>Co-operatives:</i>	
Chile:	68 ha
Cyprus:	228.9 ha
Finland:	36.09 ha
Greece:	302.32 ha
Honduras:	178.5 ha
Lithuania:	452.9 ha
Mauritius:	0.1 – 2 ha (92%)
Poland:	311.75 ha
Russian Federation:	5,210 ha (agricultural enterprises)
Switzerland:	ca. 30 ha
Ukraine:	1,057 ha
<i>State-owned:</i>	
Cyprus:	414.7 ha
Finland:	117.79 ha
Greece:	346.35 ha
Grenada:	126 ha

Lithuania:	336 ha
Pakistan:	181 ha
Poland:	1058.31 ha
Switzerland:	ca. 30 ha
Ukraine:	510 ha
<i>Other (please specify):</i>	
Cyprus:	215.4 ha
Finland:	Municipality / City: 95.28 ha, Church: 52.46 ha, Heirs / Family-Owned Company: 31.14 ha
Germany:	[2003] Partnerships: 120 ha; Legal persons under private law: 654 ha; Legal persons under public law: 71 ha
Greece:	310.19 ha
Japan:	8.64 ha
Lithuania:	Agricultural companies and other enterprises: 652 ha
Mauritius:	Private companies: 42700 ha (14)
New Zealand:	Total: 233.6 ha
Poland:	455.68 ha
Sweden:	67 ha/holding
<i>Percentage of high-value mobile equipment, such as combined harvesters and very large sophisticated tractors, used in agriculture:</i>	
Austria:	95%
Chile:	9%
Cyprus:	Not available
Finland:	Not known, but presumably very low
Germany:	75%
Greece:	Tractor double axis: (a) <33HP = 6.275%; (b) 34–53 HP = 22.234%; (c) 54-81 HP = 32.509%; (d) up to 82 HP = 11.226%; Tractors single axis 24.276%; Harvesters, threshers and mowers 1.284%; Combined harvesters 0.899%; Other fully mechanised harvesters 1.29%
Grenada:	0%
Honduras:	Not available. In the last five years only five combined harvesters have been imported. Sugar industry is the leader in high tech agriculture machinery including sophisticated tractors (they do have the latest technology applied to their crops) but a percentage cannot be estimated.
Hungary:	25-30%
Japan:	Riding type agricultural tractors: under 15ps = 18%; 15 – 30ps = 57%; 30 and over = 21%; Combines with auto thresher: 42%
Jordan:	2%
Latvia:	100% - grain combine harvesters, mowing machines, mowers-choppers, agricultural crops harvesters, special tractor technique, tractor-drawn trailers
Lithuania:	About 10%
Nicaragua:	0.3% of factories use combined harvesters
Pakistan:	Combined harvesters: 15%; Tractors: 5%
Russian Federation:	In numbers: 580,644 tractors, 143,494 combines harvesters, 38,731 field forage harvesters, 8,468 beet combines

Sweden:	There are no percentages. However the investments in tractors were 1741 million SEK in 2004 and the investments in combine harvesters etc were 700 million SEK. Almost 100 % of the farmers own their own tractor
Switzerland:	Total no. of machines per farm approx. 7.3% (CHF 55,000 average value of total machines per agricultural enterprise, all sizes mixed / CHF 752,000 average value [total of assets and liabilities] of an agricultural enterprise); No data available on the breaking down as regards the size of the machines
Turkey:	Tractor (>or = 70 HP) = 6% Combined harvester (0-5 years old) = 14% Cotton picker = 100%
Ukraine:	21%
Percentage of high-value mobile agricultural equipment imported into and/or used in your country that moves across the borders in the course of its activity:	
Austria:	50%
Chile:	No information is available, however, it is presumed to be a high percentage
Cyprus:	Not applicable
Finland:	Probably zero
Germany:	40%
Grenada:	0%
Honduras:	Not available. There is no such register of mobile agricultural equipment in the country.
Hungary:	Imported: 80 – 85%; that moves across the border: 4 – 5%
Japan:	Imported equipment: Riding type agricultural tractors: under 70ps = 0.5%; 70ps and over = 54%; Combines: 0.3%. No data on equipment moving across borders as Japan is an island
Jordan:	0%
Lithuania:	0%
Mauritius:	50% + (SE)
Pakistan:	Combined harvesters: 100% (imported); Tractors: 10% (imported) – no border crossing
Sweden:	None
Switzerland:	No data available
Turkey:	No data
Ukraine:	2.5%
Percentage of high-value mobile agricultural equipment hired at need instead of acquired:	
Austria:	5%
Chile:	Approximately 50%
Cyprus:	Not available
Ecuador:	approx. 70%
Finland:	Not known
Germany:	15%
Greece:	Tractor double axis: (a) <33HP = 5.613%; (b) 34–53 HP = 17.793%; (c) 54-81 HP = 18.068%; (d) up to 82 HP = 6.083%; Tractors single axis 3.474%; Harvesters, threshers and mowers 5.421%; Combined harvesters 28.256%; Other fully mechanised harvesters 9.813%

Grenada:	0%
Honduras:	Not available. Cooperatives and large single farmers rent their equipment but there are no registries available.
Hungary:	15 – 20%
Japan:	No data
Jordan:	0%
Lithuania:	About 10%
Mauritius:	50%
Pakistan:	70%
Sweden:	Co-operation between farmers exists when it comes to hiring equipment such as combine harvesters
Switzerland:	No data available
Turkey:	Tractor = 70% (estimated) Combined harvester = 95% (estimated) Cotton picker = 95% (estimated)
Ukraine:	2.2%
<i>Are there credit problems for the acquisition of the equipment arising either because your domestic law does not provide for a suitable interest and/or interests created under foreign law require recognition under conflict-of-laws rules?</i>	
Austria:	No
Chile:	No
Ecuador:	Yes, there are problems
Finland:	According to our knowledge, no
Germany:	No
Grenada:	No
Honduras:	Yes
Hungary:	Yes
Japan:	We don't know any credit problems for the acquisition of the equipment
Jordan:	No
Latvia:	[See document for description of credit possibilities]
Lithuania:	No
Mauritius:	No
Nicaragua:	63.2% of agricultural enterprises received loans, 36.4% of them from non-governmental organisations
Pakistan:	No
Russian Federation:	The main credit problems are insufficient ability to pay debts and limited possibilities of credit organisation for granting of bid securities
Sweden:	No
Switzerland:	No, there are no difficulties
Tunisia:	[Extensive exposé on Tunisian law on security interests]
Turkey:	No
Ukraine:	No
<i>Would users benefit if it were easier to obtain credit with a view to acquiring the equipment?</i>	

Austria:	In general it can be said that users would benefit from an alignment of international law concerning the access of the financing banks to the financed equipment. In Austria the legal possibilities are sufficient.
Chile:	Yes
Ecuador:	Yes, they would
Finland:	In view of what is noted above, probably not
Germany:	Yes
Grenada:	Not necessary
Honduras:	Yes
Hungary:	Yes
Japan:	We don't know. We suppose most users buy from distributor in Japan, therefore domestic law might be more important than international law.
Jordan:	Yes
Lithuania:	Yes
Mauritius:	Yes
Pakistan:	Yes
Russian Federation:	Yes, the users, especially agricultural enterprises of small types (farmers) would benefit if it were easier to obtain credit with a view to acquiring the equipment
Sweden:	It reasonable easy to obtain credit
Switzerland:	No
Turkey:	Yes, they would benefit
Ukraine:	No
<i>If high-value agricultural equipment is not used, would greater facility in obtaining credit for smaller equipment (not under the Cape Town Convention or under any other existing or future instrument) be of benefit?</i>	
Austria:	In Austria mainly high-value equipment is used / No
Ecuador:	Yes, it would be beneficial
Finland:	Difficult to assess, but beneficial effects can not be excluded
Grenada:	Yes
Honduras:	Yes
Hungary:	Yes
Jordan:	Yes
Lithuania:	Yes
Pakistan:	Yes
Sweden:	NE
Switzerland:	No
Turkey:	Yes, it would be of benefit
Ukraine:	Yes
<i>If your country exports high-value agricultural equipment:</i>	
• <i>to which countries does it export?</i>	
Austria:	All over the world, but 80% to European
Chile:	Ecuador, Colombia, Peru, Germany, United States, Mexico, Italy, Argentina

Germany:	Western Europe, Central and Eastern Europe, North America
Hungary:	Not high-value agricultural equipment, but other agricultural equipment to the European Union
Japan:	United States (76%); Canada (6%); Spain (3%); Korea (2%)
Pakistan:	Afghanistan, Bangladesh, Sri Lanka, Africa
Sweden:	About 2/3 are exported to other EU Member States
Switzerland:	Little of no exports, where there is, it is a matter of exports towards other European alpine countries for machines for work on slopes
Ukraine:	Russia, Belarus, Kazakhstan
<ul style="list-style-type: none"> <i>what kind of high-value equipment does your country export?</i> 	
Austria:	Tractors, loader-wagons, mowers, tedders, windrowers, ploughs, hoeing-implements, cultivators, irrigation equipment, special machines for hillside farming, trailers, slurry tanks, manne sprayers
Chile:	Warping or assembly machinery; egg, fruit or other produce (total) cleaning or sorting machinery; meat preparation machinery and devices; sawing machinery (total); wood, wood pulp, paper or cardboard dryers (total); fruit and vegetable preparation machinery and devices; dairy machinery and devices; any other machinery for working with wood, cork, bone, hardened rubber, rigid plastic
Germany:	Tractors and harvesters
Japan:	Riding type tractors
Pakistan:	Tractors
Sweden:	Tractors to the value 9 864 354 000 SEK Combine harvesters and harvesting machines to the value of 999 508 000 SEK Plows and other equipment for cultivation to the value 171 216 000 SEK Other machines (no value)
Switzerland:	It is a matter of machines for work on slopes, such as reapers with two axles
Ukraine:	Wheeled tractors of general purpose
<ul style="list-style-type: none"> <i>what is the percentage of exported high-value equipment in relation to all agricultural equipment exported and/or produced?</i> 	
Austria:	90%
Germany:	70%
Japan:	We have a difficulty to answer this question because we don't have data on the number of all exported agricultural equipment. Instead of that we give you the information: percentage of exports of riding type tractor in relation to total number of riding type tractor produced in Japan: under 30ps = 33%; 30 – 50ps = 24%; 70ps and over = 11%
Pakistan:	0.5% of produced
Sweden:	Not known
Switzerland:	The percentage is practically 100%, as mass production is not possible in Switzerland by reason of the extremely high level of salaries
Ukraine:	There is no such information
<ul style="list-style-type: none"> <i>Would the preparation of an international Protocol be beneficial and would your country be in favour of its preparation?</i> 	
Austria:	In Austria there would be potentially better possibilities for export and export financing
Ecuador:	Yes

Finland:	As regards agricultural sector, benefit is doubtful
Germany:	Yes
Honduras:	Probably
Hungary:	Yes
Japan:	We aren't able to decide at this time
Jordan:	Yes
Latvia:	It would be necessary to know more about opportunities of such protocol
Lithuania:	In order to estimate the benefit of this Protocol it is necessary to carry out additional analysis and calculation
Pakistan:	Yes
Switzerland:	We do not think, but we are not in a position to take a position on the second question
Turkey:	It would be beneficial
(B) FORESTRY	
<i>Structure of the forestry industry in your country in percentage:</i>	
<i>State owned:</i>	
Austria:	18%
Germany:	33%
Grenada:	80%
Honduras:	None
Hungary:	57%
Jordan:	98%
Latvia:	50.2%
Lithuania:	66.1%
Mauritius:	90%
New Zealand:	8%
Pakistan:	5%
Poland:	81.4%
Sweden:	The Swedish forestry statistics unfortunately does not cover the specific questions raised in the questionnaire. Furthermore, there is some uncertainty concerning what is meant by high-value forestry equipment. This would affect what export statistics should be used (for example, should IT-technologies be included?). Swedish forestry uses machines to a large extent, and in 2004 9 900 persons were employed by forest entrepreneurs who sell their services to larger companies as well as individual forest owners (the larger companies employed 5400 people in forestry work the same year). Thus, companies do not always own the equipment that is used on their land. Equipment sometimes moves across the borders, for example, after the January storm of 2005, entrepreneurs from other EU countries as well as Norway worked in Sweden.
<i>Privately owned:</i>	
Austria:	82%
Chile:	100%
Finland:	100% (The State is a shareholder in some companies)
Germany:	47%

Grenada:	20%
Honduras:	All the equipment <ul style="list-style-type: none"> • The structure of forestry industry in Honduras is only stationary operations. There are 56 band saws sawmills and 45 circular saws, having a total of 120 sawmills. • The annual production of sawn lumber in 2005 was 170 millions of board feet, and 10 sawmill produced 92 millions of board feet (54%). • The mobile equipment been used for harvesting or logging operations is mainly skidders and bulldozers for forest road construction. • There are 2 pine rosin processing fabrics, and 2 liquidambar latex processing fabrics.
Hungary:	36.8%
Japan:	Privately owned forestry entities: 177,812 [approx. 88.80%]
Jordan:	2%
Latvia:	100% Forestry operations in State forests are provided by contractors. Forests in Latvia make up 2,950,267 ha of the land area, of which 50.2% are State forests, 47.1% private and 2.7 community forests
Lithuania:	33.8%
Mauritius:	10%
New Zealand:	92%
Pakistan:	95%
Poland:	17.7%
<i>Other (please specify):</i>	
Germany:	20% Municipally owned
Hungary:	6.2%
Japan:	22,412 entities [approx. 11.20%]
Latvia:	2.7% Community forests
Poland:	0.9%
<i>Are there restrictions in your country applicable to the forestry industry (e.g. quotas for the cutting of trees under administrative and environmental regulations) which would limit the use of large equipment?</i>	
Chile:	No
Finland:	No
Germany:	No
[Grenada:	Yes]
[Honduras:	Yes]
Hungary:	Yes
Japan:	We didn't find any restrictions limiting the use of large equipment
Jordan:	No forestry industry
Latvia:	Yes
Lithuania:	There are no restrictions limiting large equipment, but there are requirements constraining free moving of forestry machinery in forest. Logging equipment (harvesters, forwarders, skidders, etc.) are allowed to move only along certain tracks in the forest to avoid pressure to soil as well. The distance between the tracks is limited to 25m and can not be

	less than that
Mauritius:	Yes
Pakistan:	[Yes]
<i>If so, please indicate which:</i>	
Austria:	There are no restrictions concerning the use of large equipment. However, there are harvesting and other restrictions in the Austrian Forest Act in order to guarantee a sustainable forest management and to preserve forests and forest soils (eg. major clear felling (< 2 ha) in high forest is prohibited)
Grenada:	Soil and Water Conservation Act
Honduras:	The restrictions are related to environmental regulations dealing with streams protection, watershed impacts, soil erosion, road construction and others related to best management practices.
Hungary:	In Hungary the Forest Act and the related public bodies fulfil all the requirements relating to the assurance of sustainable forest management in all forested areas of the country. The sustainable forest management in this sense means a certain restriction on forestry activities. This way only around two thirds of the annual increment of the country's forest is harvested and in certain areas specific forestry activities are stipulated.
Jordan:	The forestry area in Jordan is very small. Cutting trees is forbidden by law.
Latvia:	Forest legislation is built on the basis of sustainable forest management principles. As mentioned in the Forest Law, one of forest management planning goals to a forest owner or lawful possessor should be maximum equitable and sustainable utilisation of timber resources. This is taken into account in forest legislation requirements on the order of tree felling. Special requirements or bans of forestry operations are in forests with main management goal – nature protection.
Mauritius:	Annual felling limited to 100 ha
Pakistan:	Cutting of green trees is banned
<i>Percentage of high-value mobile forestry equipment:</i>	
Austria:	about 30%
Chile:	60%
Cyprus:	Not available
Finland:	Depending on the definition, probably around 90%
Germany:	No detailed information available
Grenada:	0%
Honduras:	N/D
Japan:	The number of processor, forwarder, and harvester etc, is approximately 2,700 at the end of 2004
Jordan:	0%
Latvia:	24.7%
Lithuania:	Not estimated
Mauritius:	Very low
Pakistan:	Nil
<i>Percentage of high-value mobile forestry equipment imported into and/or used in your country that moves across the borders in the course of its activity:</i>	

Austria:	about 20%
Chile:	0%
Cyprus:	Not available
Finland:	5%
Germany:	No detailed information available
Grenada:	0%
Honduras:	N/D
Japan:	We were not able to find the data of the former question. It is supposed that there is not high-value mobile forestry equipment used in Japan that moves across the borders in the course of its activity.
Jordan:	0%
Latvia:	No data
Lithuania:	100% of forestry equipment is imported as we do not have domestic manufactures of large forestry equipment. Percentage of equipment moving across the borders in the course of its activity is not estimated
Mauritius:	0%
Pakistan:	Nil
<i>Percentage of high-value mobile forestry equipment that is hired at need, instead of acquired:</i>	
Austria:	Not available
Chile:	0%
Cyprus:	Not available
Finland:	0%
Germany:	No detailed information available
Grenada:	0%
Honduras:	N/D
Japan:	Processors and harvesters are hired at need, but we don't have data which indicates how many or what percentage of equipment are hired.
Jordan:	0%
Latvia:	No data
Lithuania:	In 2005 96% of total wood volume was harvested and 60% extracted from forests and transported to customers by contractors using their own logging and transportation equipment. For forestry operations in private forests hiring of large equipment (harvesters, forwarders) is predominant
Mauritius:	0%
Pakistan:	Nil
<i>Are there credit problems for the acquisition of the equipment arising either because your domestic law does not provide for a suitable interest and/or interests created under foreign law require recognition under conflict-of-laws rules?</i>	
Austria:	There are no such problems under Austrian law / no credit problems are known
Chile:	No
Finland:	No such problems have been accounted for
Germany:	No
Grenada:	No

Honduras:	N/D
Hungary:	Yes
Japan:	We don't know any credit problems for the acquisition of the equipment
Jordan:	No
Latvia:	There is support of EU structural funds to acquisition of new means of production (machinery and equipment including computer software)
Lithuania:	There are no such credit problems arising. Furthermore, for acquiring forestry machinery EU Structural funds support is available.
Mauritius:	The acquisition of high-value equipment is not felt
Pakistan:	NA
<i>If it were easier to obtain credit with a view to acquiring the equipment needed, would users benefit?</i>	
Austria:	In general it can be said that users would benefit from an alignment of international law concerning the access of the financing banks to the financial equipment. In Austria the legal possibilities are sufficient.
Chile:	No
Finland:	In view of what is noted above, probably not
Germany:	Yes
Grenada:	Not necessarily
Honduras:	Because Honduras is not a producer of forestry equipment, it will benefit the users that have the financial capacity to acquire it directly.
Hungary:	Yes
Japan:	We don't know. We suppose most users buy from distributor in Japan, therefore domestic law might be more important than international law.
Jordan:	No
Latvia:	Benefits are difficult to assess
Lithuania:	Current conditions for acquiring forestry machinery are rather favourable, therefore current amount of acquired equipment is reflecting actual needs.
Mauritius:	No
Pakistan:	Yes
<i>If your country exports high-value forestry equipment:</i>	
Japan:	We couldn't find data on these questions
• <i>to which countries does it export?</i>	
Austria:	Prim European countries, but also to Ecuador, South Korea, Venezuela, Tunisia, South Africa, Russia, Saudi Arabia
Finland:	EU, Russia, USA, Canada, Brazil, Argentina, Australia, New Zealand, etc.
Germany:	No detailed information available
Lithuania:	No large forestry equipment is produced in Lithuania
• <i>what kind of high-value equipment does your country export?</i>	
Austria:	Cable winches, carriages, forest trailers, sled winches, toweryarders, tractors
Finland:	Tractors, Harvesters, Forwarders
Germany:	No detailed information available
• <i>what is the percentage of exported high-value equipment in relation to all forestry equipment exported and/or produced?</i>	
Austria:	No statistics available

Finland:	An estimated 85% of all export is export of high-value equipment
Germany:	No detailed information available
<i>Would the preparation of an international Protocol be beneficial and would your country be in favour of its preparation?</i>	
Austria:	In Austria there would be potentially better possibilities for export and export financing.
Chile:	Yes
Finland:	Such a Protocol, if globally adhered to, could well be beneficial for this sector.
Germany:	If there were a considerable percentage of high-value mobile forestry equipment the preparation of a Protocol would be beneficial
Honduras:	Yes
Japan:	We aren't able to decide at this time
Jordan:	Yes
Latvia:	It would be necessary to know more about opportunities of such protocol
Lithuania:	The need of such a Protocol should be analysed, but in regard to forestry equipment the need for such instrument is not very clear as most of forestry-related equipment is affordable under current conditions
Mauritius:	Of little use to Mauritius / Yes
Pakistan:	Yes
(C) FISHERIES	
<i>Structure of the fisheries industry in your country in percentage:</i>	
<i>State owned:</i>	
Angola:	06 (in number)
Grenada:	30%
Pakistan:	5%
Poland:	10%
Russian Federation:	0.4%
Ukraine:	10%
<i>Privately owned:</i>	
Angola:	208 (in number)
Australia:	100%
Finland:	100%
Germany:	100%
Grenada:	70%
Honduras:	100%
Japan:	107,571 of 112,256 [approx. 95.82%]
Jordan:	100%
Latvia:	100%
Lithuania:	100%
New Zealand:	100%
Pakistan:	95%

Poland:	90%
Russian Federation:	89.2%
Sweden:	100%
Turkey:	100%
Ukraine:	90%
<i>Other (please specify):</i>	
Angola:	02 (Joint ventures – States + Private)
Japan:	4,685 of 112,256 [approx. 4.18%]
Russian Federation:	0.4% municipal property, 10% collective property
<i>Are there restrictions in your country applicable to the fisheries industry (e.g. quotas for fishing of specified species under administrative and environmental regulations) which would limit the use of high-value mobile equipment?</i>	
Angola:	Yes
Australia:	Yes
Germany:	Yes
Grenada:	Yes
[Japan:	Yes]
Jordan:	No
Latvia:	Yes
Lithuania:	Yes
New Zealand:	Yes
Pakistan:	No restriction as such prevail unless it is in the Umbrella of E.U. regulation, for instance
Poland:	Yes
Sweden:	Yes
Turkey:	Yes
Ukraine:	Yes
<i>If so, please indicate which:</i>	
Angola:	Quota limitations, Finish with pelagic trawl, Restrictions to use demersal trawlers, Restrictions to import vessels with more than 10 years
Australia:	There are some gear restrictions imposed
Germany:	Council Regulation (EC) No 2371/2002 of 20 December 2002 on the conservation and sustainable exploitation of fisheries resources under the Common Fisheries Policy
Grenada:	Fisheries Conservation Regulations
Japan:	There are restrictions which set quotas on catches of fish species and period of time for fishing
Jordan:	There is no fishery industry in Jordan due to the small coast area on the Red Sea
Latvia:	Quotas for fish species set for Latvia within EU (Baltic Sea, Atlantic) Fishing gear number limitations in inland waters Fishing fleet capacity ceiling (total KW and GT) set for Latvia within EU
Lithuania:	Quotas for fishing
New Zealand:	Quota Management System limits total catch to sustainable limits.

	Implicitly this limits use of vessels and gear
Pakistan:	Two months in breeding season and on some gadgets which catch tortoise as by-products
Poland:	Council Regulation (EC) No 2187/2005 of December 2005
Sweden:	Quotas, protected areas, mesh size regulations, limited number of licenses for vessels and persons and other administrative and environmental restrictions
Turkey:	Blue fish
Ukraine:	Ordinary fishing licence, fishing quota
<i>Percentage of high-value mobile fisheries equipment:</i>	
Cyprus:	Not available
Finland:	Not known, but presumably very low
Germany:	80%
Grenada:	10%
Jordan:	0%
Latvia:	No data
Lithuania:	10%
Pakistan:	50%
Russian Federation:	All: 17.05% big-sized; 41.02% medium sized; 41.91% small-sized (prizes range from 500,000 € to 25,000,000 €)
Sweden:	Around 90%
Turkey:	10%
<i>Percentage of high-value mobile fisheries equipment imported into and/or used in your country that moves across the borders in the course of its activity:</i>	
Cyprus:	Not available
Finland:	Very low
Germany:	60 – 70%
Grenada:	100%
Honduras:	The Government of Honduras has no knowledge of the industrial equipment imported to the country because the Department of Fishery and Aquaculture is responsible only of controlling and supervising the sanitary registries related to Fishery and Aquaculture.
Jordan:	0%
Latvia:	Close to 100%
Lithuania:	10%
Mauritius:	0%
Pakistan:	About 70 – 80%
Russian Federation:	There are 76 foreign vessels registered in bare board charter register in fishing ports which makes about 2,5 % of the whole number of fishing vessels.
Sweden:	Around 90%
Turkey:	10%
Ukraine:	5%

<i>Percentage of high-value mobile fisheries equipment that is hired at need, instead of acquired:</i>	
Cyprus:	Not available
Finland:	0%
Germany:	0%, short-term charter in exceptional cases
Grenada:	0%
Jordan:	0%
Latvia:	If any, then very rarely
Lithuania:	0%
Mauritius:	0%
New Zealand:	Approximately 40% of catch in EEZ outside territorial sea is by chartered foreign vessels working for NZ companies
Pakistan:	20%
Sweden:	Less than 10%
Turkey:	No
Ukraine:	15%
<i>Are there credit problems for the acquisition of the equipment arising either because your domestic law does not provide for a suitable interest and/or interests created under foreign law require recognition under conflict-of-laws rules?</i>	
Angola:	No
Finland:	Potential difficulties would relate to other than high-value equipment.
Germany:	No detailed information available
Grenada:	No
Jordan:	No
Latvia:	Limited access to credit taking into account that fishery is considered as high risk investment area, because of restrictions described above
Lithuania:	No
New Zealand:	No
Pakistan:	No
Poland:	Interest rates are too high
Russian Federation:	Problems are caused by existence of pledge (security) system and high lending rate
Sweden:	No
Turkey:	No
Ukraine:	Yes
<i>If it were easier to obtain credit with a view to acquiring the equipment needed, would users benefit?</i>	
Angola:	Yes
Finland:	In view of what is noted above, probably not
Germany:	No detailed information available
Grenada:	Not necessarily
Jordan:	No
Lithuania:	Yes
Mauritius:	Yes

New Zealand	Unlikely
Pakistan:	Yes
Poland:	Yes
Russian Federation:	Yes
Sweden:	No
Turkey:	N.A.
Ukraine:	Yes
<i>If your country exports high-value fisheries equipment:</i>	
<ul style="list-style-type: none"> • <i>to which countries does it export?</i> 	
Germany:	Germany hardly exports fisheries equipment; no detailed information available
Japan:	Philippines, Maldives, and Korea
New Zealand:	No significant exports
<ul style="list-style-type: none"> • <i>what kind of high-value equipment does your country export?</i> 	
Germany:	No detailed information available
Japan:	Pole and line fishing boats for catching bonito, long liner for catching tuna
<ul style="list-style-type: none"> • <i>what is the percentage of exported high-value equipment in relation to all fisheries equipment exported and/or produced?</i> 	
Germany:	No detailed information available
<i>Would the preparation of an international Protocol be beneficial and would your country be in favour of its preparation?</i>	
Finland:	In this sector it is difficult to see that such a Protocol would effectively have beneficial effects
Germany:	Germany is not interested in the preparation of a Protocol on fisheries equipment
Grenada:	Yes, to the extent that it will benefit other countries
Japan:	We aren't able to decide at this time
Jordan:	Yes
Latvia:	It would be necessary to know more about opportunities of such protocol
Lithuania:	In order to estimate the benefit of this Protocol it is necessary to carry out additional analysis and calculation
Mauritius:	Yes
New Zealand:	Unlikely
Pakistan:	Yes
Poland:	Yes, it would be beneficial
Russian Federation:	The Russian Fishery would support the preparation of forth protocol as it would allow Russian users of high-value equipment to receive credits on more favourable conditions.
Sweden:	Difficult to say
Turkey:	No
(D) AQUACULTURE	
<i>Structure of the aquaculture industry in your country in percentage:</i>	

<i>State owned:</i>	
Finland:	5%
Hungary:	23% (in terms of area)
Latvia:	8.54% (State hatcheries for restocking of public waters)
Mauritius:	0% (Research only)
Pakistan:	10%
Poland:	20%
Russian Federation:	19.8%
Ukraine:	10%
<i>Privately owned:</i>	
Angola:	02 and 02 are in projects
Austria:	346
Finland:	95%
Jordan:	100%
Latvia:	91.46%
Lithuania:	100%
Mauritius:	100%
Japan:	24,586 of 27,562 [approx. 89.20%]
New Zealand:	100%
Pakistan:	90%
Poland:	70%
Russian Federation:	67.1%
Sweden:	100%
Turkey:	100%
Ukraine:	90%
<i>Other (please specify):</i>	
Japan:	2,976 of 27,562 [approx. 10.80%]
Poland:	10%
Russian Federation:	0.6% municipal property, 12.5% collective property
<i>Percentage of high-value mobile aquaculture equipment:</i>	
Austria:	No statistics available
Cyprus:	Not available
Finland:	Not known
Jordan:	0%
Latvia:	No data
Lithuania:	12%
Mauritius:	100%
Pakistan:	10 – 20 %
Sweden:	50%
Turkey:	It is approximately 20-30% of total investment expenses

<i>Percentage of high-value mobile aquaculture equipment that is imported into your country:</i>	
Angola:	100%
Cyprus:	Not available
Honduras:	The Government of Honduras has no knowledge of the industrial equipment imported to the country because the Department of Fishery and Aquaculture is responsible only of controlling and supervising the sanitary registries related to Fishery and Aquaculture.
Jordan:	0%
Latvia:	Close to 100%
Lithuania:	12%
Mauritius:	90%
New Zealand:	Nil
Pakistan:	> 90%
Sweden:	100%
Turkey:	10-20%
Ukraine:	10%
<i>Percentage of high-value mobile aquaculture equipment that is hired at need, instead of acquired:</i>	
Cyprus:	Not available
Jordan:	0%
Latvia:	Unknown
Lithuania:	0%
Mauritius:	0%
New Zealand:	Nil
Pakistan:	20%
Sweden:	0%
Turkey:	1-2%
<i>Are there credit problems for the acquisition of the equipment arising either because your domestic law does not provide for a suitable interest and/or interests created under foreign law require recognition under conflict-of-laws rules?</i>	
Angola:	No
Jordan:	No
Latvia:	Limited access to credits taking into account that aquaculture is considered as high risk investment area. However situation here is better than crediting at fisheries industry
Lithuania:	No
Mauritius:	Yes
New Zealand:	No
Pakistan:	No
Poland:	Interest rates are too high
Russian Federation:	No
Sweden:	No
Turkey:	Whoever wants to export/import that kind of equipment must have a special permit

Ukraine:	Yes
<i>If it were easier to obtain credit with a view to acquiring the equipment needed, would users benefit?</i>	
Angola:	Yes
Jordan:	No users
Latvia:	Benefits are difficult to assess
Lithuania:	Yes
Mauritius:	Yes
New Zealand:	Unlikely
Pakistan:	Yes
Poland:	Yes
Russian Federation:	Yes
Sweden:	No
Turkey:	Most of the users would benefit in that terms
Ukraine:	Yes
<i>If your country exports high-value aquaculture equipment:</i>	
• <i>to which countries does it export?</i>	
New Zealand:	No significant exports
Poland:	UE, Russia, Ukraine
Turkey:	Greece, Italy, France, UAE
Ukraine:	CIS
• <i>what kind of high-value equipment does your country export?</i>	
Poland:	Basins for fish transportation, equipment for adjusting basins, basins for fish breeding
Turkey:	Oxygen diffusers, filters, automatic feeders, cage equipment, etc.
Ukraine:	Caviar incubator equipment
• <i>what is the percentage of exported high-value equipment in relation to all aquaculture equipment exported and/or produced?</i>	
Turkey:	5-10%
<i>Would the preparation of an international Protocol be beneficial and would your country be in favour of its preparation?</i>	
Japan:	We aren't able to decide at this time
Jordan:	Yes
Latvia:	It would be necessary to know more about opportunities of such protocol
Lithuania:	In order to estimate the benefit of this Protocol it is necessary to carry out additional analysis and calculation
Mauritius:	Yes
New Zealand:	Unlikely
Pakistan:	Yes
Poland:	Yes, it would be beneficial
Russian Federation:	Yes
Sweden:	Difficult to say

Turkey:	Yes
2. MINING	
<i>(A) MINING ON LAND</i>	
<i>What mining industries exist in your country?</i>	
Australia:	Australia has extensive modern operations across a large range of mineral and energy commodities including oil, gas, iron ore, gold, base metals, bauxite, coal, copper, diamond, mineral sands, nickel, phosphate, tantalum tin, uranium, vanadium, zinc, lead, silver, etc.
Austria:	Metal mining (tungsten, iron ore), industrial minerals, magnesit, salt, talc, construction materials, hydrocarbons
Cambodia:	There are no mining industries in our country
Cyprus:	Copper mining
Finland:	Manufacture of equipment, exploration and quarrying of metallic ores and industrial minerals.
Germany:	Coal, lignite, potash, salt, oil, gas, industrial minerals, industrial rocks, construction rocks, soft rocks
Greece:	Lignite, agglomeration of lignite, extraction of crude petroleum and natural gas, bauxite, chromite, nickel ores, other mining of non-ferrous ores, marbles and other stones for construction, limestone, gypsum and chalk, slate, gravel and sand pits, extraction of surface receipt of sand, clat and kaolin, chemical and fertiliser minerals, magnesite, asbestos, perlite, pumicestone and pozzuolana, other mining and quarrying n.e.c., product of salt, service activities incidental to oil and gas extraction
Jordan:	Phosphate mining, potash mining, cement, salts, bicarbonate, magnesia
Latvia:	There are the following mining industries in Latvia - gypsum, lime stone, dolomite, and crushing of splits, clay, sand, peat.
Lithuania:	Mining of materials for construction industry
Mexico:	Mexican mining industry produces metallic and non-metallic minerals (generally, large mining companies produce metallic minerals and small mining companies produce non-metallic minerals)
New Zealand:	Petroleum, coal, gold/silver, ironsand, aggregates and industrial metals
Pakistan:	Salt, coal, copper, marble, etc (small-scale)
Poland:	In Poland exist underground mining, open-cast mining and borehole mining in the areas of: hard coal, lignite, oil and gas
Sweden:	Metal mining, industry minerals and aggregates
Turkey:	Metallic minerals, industrial minerals, energy minerals
Uganda:	Open cast and underground mining
Uruguay:	Gold, granite, marble, limestone, agates, amethysts
<i>Structure of the mining industry in your country in percentage:</i>	
<i>State owned:</i>	
Austria:	None
Finland:	2%
Latvia:	Latvijas meži (Latvian Forests)
New Zealand:	< 0.001% by sales value
Pakistan:	18%

Poland:	100% of lignite industry only; 84% of oil and gas industry only
Sweden:	One state-owned company in metal mining, the rest privately owned.
Turkey:	of industrial minerals: boron salts state-owned only; of metallic minerals: small share in iron; of energy minerals: 100% of hard coal, 65% of lignite; 100% of radioactive minerals
<i>Privately owned:</i>	
Australia:	100%
Cyprus:	100%
Finland:	98%
Germany:	100%
Jordan:	100% (company owned)
Latvia:	The rest
Lithuania:	100%
Mexico:	100%
New Zealand:	99.9% by sales value
Pakistan:	80%
Poland:	16% of oil and gas industry
Sweden:	One state-owned company in metal mining, the rest privately owned.
Turkey:	industrial minerals: 100% except boron salts; metallic minerals: mostly private; energy minerals: 35% of lignite
Uganda:	98%
Uruguay:	100%
<i>Other (please specify):</i>	
Mexico:	The Mexican Government only participates in one company
Pakistan:	Foreign companies: 2%
Uganda:	Parastats in construction with private (2%)
<i>Is the mining industry large-scale or small-scale?</i>	
Australia:	Large-scale
Austria:	Medium/small-scale
Cambodia:	None
Cyprus:	Small-scale
Finland:	Small-scale
Germany:	Mainly large-scale, small-scale: soft rocks
Jordan:	Large-scale
Lithuania:	Small-scale
Mexico:	Both of them
New Zealand:	13 large-scale operations, the remainder being small- to medium- sized operations.
Pakistan:	[Small-scale – <i>indicated above</i>]
Poland:	The hard coal and lignite mining industry is large-scale. Lignite mining provides with fuel power plant stations with total capacity of 8685 mw, which produce 35% of the electric energy of the country. Gas industry is mid-scale, oil industry is small-scale

Sweden:	Both
Turkey:	Small-scale
Uganda:	Both scales; but what is large-scale here might be medium elsewhere
Uruguay:	Gold and limestone large-scale, others small
<i>Are there restrictions in your country applicable to the mining industry (e.g. quotas for mining of specified minerals under administrative and environmental regulations) which would limit the use of high-value mobile equipment?</i>	
Australia:	No restrictions would have this impact
Austria:	No
Finland:	No
Germany:	No
Jordan:	No
Latvia:	Yes
Lithuania:	Yes
Mexico:	No, there are no restrictions
New Zealand:	Yes
Pakistan:	According to constitution solid minerals are provincial subject, whereas petroleum and nuclear mineral are in federal domain
Poland:	There are no administrative or environmental restrictions
Sweden:	Difficult to indicate since we lack a definition of high-value mobile equipment
Turkey:	Yes
Uganda:	Yes: what is considered small-scale allows the use of not specialised mechanisation and technology
Uruguay:	Mining permit must have an environmental permit, after that, no restrictions
<i>If so, please indicate which:</i>	
Cambodia:	1) Law on the Management and Exploitation of Mineraary Resources 2) Law on the Protection of the Environment and Management of Natural Resources
Latvia:	Annual limits of extraction
Lithuania:	Administrative quotas for quartz sand quarrying: 80,000 tons/yr
New Zealand:	Mining for uranium is prohibited
Turkey:	Production of asbestos is forbidden; radioactive minerals can be excavated only by the State
<i>Percentage of high-value mobile equipment used in mining:</i>	
Australia:	100%
Austria:	No data available
Cambodia:	None
Finland:	Not known, but presumably very low
Germany:	95%
Jordan:	20 – 25%

Mexico:	It is estimated that 80% is high-value mobile equipment
New Zealand:	Not known
Poland:	High. The basic high-value mobile equipment in the lignite opencast mines are excavating and spoil disposal machinery and equipment, transport equipment and dewatering equipment. It constitutes 70 – 80% of the whole mine possessions
Sweden:	NA
Uganda:	Use of mechanised equipment is about 40% in production terms
Uruguay:	No data available
<i>Percentage of high-value mobile mining equipment that is imported into and/or used in your country that moves across the borders in the course of its activity:</i>	
Australia:	Perhaps most is imported
Austria:	No data available
Cambodia:	None
Finland:	Very low
Germany:	Nearly none
Jordan:	0%
Latvia:	No data available
Lithuania:	0%
Mexico:	Practically 100% of the equipment is imported
New Zealand:	Large deep well drilling rigs (about 2 annually)
Sweden:	NA
Uganda:	Mobile mining equipment belongs to particular miners and is rarely for hire
Uruguay:	Most equipment is imported
<i>Percentage of high-value mining equipment that is hired at need, instead of acquired:</i>	
Australia:	The mining equipment would mainly be owned by the mining company or by a contractor who provides mining services
Austria:	No data available
Cambodia:	None
Finland:	0%
Germany:	None
Jordan:	0%
Latvia:	No data available
Lithuania:	0%
Mexico:	Most of the high-value equipment used in the mining industry is acquired
New Zealand:	Not known
Poland:	In the lignite open case mines the high-value mobile equipment is not hired.
Sweden:	NA
Uganda:	Hiring of equipment contributes about 5% in production output
Uruguay:	No data available
<i>Are there credit problems for the acquisition of the equipment arising either because your domestic law</i>	

<i>does not provide for a suitable interest and/or interests created under foreign law require recognition under conflict-of-laws rules?</i>	
Australia:	No credit problems exist
Austria:	There are no such problems in Austrian law / No
Finland:	Not as relates to high-value equipment
Germany:	No
Jordan:	No
Latvia:	Credits are available
Mexico:	There are not relevant problems, since the conditions are defined by supply and demand
New Zealand:	No
Pakistan:	There is no credit problem, but usually small-scale mining does not require credit
Poland:	The credit rating take into consideration reliable guarantees of the payment at due date and the profitability of the purchase in the widely comprehended business of the buyer
Sweden:	No
Uganda:	Yes, because of the former reason above
Uruguay:	Yes
<i>If it were easier to obtain credit with a view to acquiring the equipment needed, would users benefit?</i>	
Australia:	No
Austria:	In general it can be said that users would benefit from an alignment of international law concerning the access of the financing banks to the financial equipment. In Austria the legal possibilities are sufficient. / No
Cambodia:	None
Finland:	In view of what is noted above, probably not
Germany:	Yes
Jordan:	Yes
Latvia:	No data available
Mexico:	Yes, it is a good option
New Zealand:	Possibly
Pakistan:	Yes
Uganda:	Yes
Uruguay:	Yes
<i>If your country exports high-value mining equipment:</i>	
• <i>to which countries does it export?</i>	
Australia:	Hardware and hard goods are not exported
Austria:	No data available
Cambodia:	None
Finland:	To all countries exercising mining industry
Germany:	Spain, China, Russia, USA, Iran, Austria, Switzerland, Ukraine, Sweden, Australia, France and 120 more nations
Mexico:	Practically, Mexico does not export high-value mining equipment

Poland:	EU, India
Sweden:	World-wide
Uganda:	No
• <i>what kind of high-value equipment does your country export?</i>	
Australia:	Software
Austria:	Drilling equipment, alpine miner
Cambodia:	None
Finland:	Transport, loading, drilling equipment etc
Germany:	All types of open pit and underground mining equipment, but only low volumes of deep drilling equipment for the oil industry
Sweden:	Drilling equipment, trucks, ore-dressing equipment
• <i>what is the percentage of exported high-value equipment in relation to all mining equipment exported and/or produced?</i>	
Australia:	Not known
Austria:	No data available
Cambodia:	None
Finland:	80 – 90%
Germany:	80%
Sweden:	NA
<i>Would the preparation of an international Protocol be beneficial and would your country be in favour of its preparation?</i>	
Australia:	No. There is currently no perceived benefit for Australia
Austria:	In Austria there would be potentially better possibilities for export and export financing / For the present time, no need
Finland:	The manufacturers have clearly indicated that such Protocol, if globally adhered to, would probably have very beneficial effects.
Germany:	Yes, since all measures that help free trade are welcome
Jordan:	Yes
Mexico:	Mexico would be in favour of the Protocol
New Zealand:	Possibly
Pakistan:	Yes
Poland:	Our position is neutral
Uganda:	Yes
Uruguay:	Yes
(B) DEEP SEA MINING	
<i>What deep sea mining industries exist in your country (EEZ included)?</i>	
Cyprus:	Not applicable
Finland:	Very small scale industry, mainly manufacture of equipment. Further information not available
Germany:	Oil, gas
Jordan:	There is no deep sea mining
Latvia:	Does not exist in Latvia

Mexico:	None
New Zealand:	Petroleum mining, petroleum & mineral exploration
Poland:	Production of oil and gas, natural aggregates
Sweden:	No deep sea mining in Sweden
<i>Structure of the deep sea mining industry in your country in percentage:</i>	
<i>State owned:</i>	
<i>Privately owned:</i>	
Germany:	100%
New Zealand:	100%
<i>Other (please specify):</i>	
<i>Are there restrictions in your country applicable to the deep sea mining industry (e.g. quotas for mining of specified minerals under administrative and environmental regulations) which would limit the use of high-value mobile equipment?</i>	
Cambodia:	None
Germany:	No
Mexico:	No, there are no restrictions
New Zealand:	No
Poland:	There are no administrative or environmental restrictions
<i>If so, please indicate which:</i>	
<i>Percentage of high-value mobile deep sea mining equipment:</i>	
Cambodia:	None
Germany:	No detailed information available
New Zealand:	Not known
<i>Percentage of high-value mobile deep sea mining equipment that is imported into and/or used in your country that moves across the borders in the course of its activity:</i>	
Cambodia:	None
New Zealand:	1 – 2 drill ships, 1 – 2 seismic vessels annually.
<i>Percentage of high-value mobile deep sea mining equipment that is hired at need, instead of acquired:</i>	
Cambodia:	None
New Zealand:	Not known
<i>Are there credit problems for the acquisition of the equipment arising either because your domestic law does not provide for a suitable interest and/or interests created under foreign law require recognition under conflict-of-laws rules?</i>	
Cambodia:	None
Mexico:	No, there are no problems
New Zealand:	No
<i>If it were easier to obtain credit with a view to acquiring the equipment needed, would users benefit?</i>	

Cambodia:	None
Germany:	Yes
New Zealand:	Possibly
<i>If your country exports high-value mobile deep sea mining equipment:</i>	
• <i>to which countries does it export?</i>	
Cambodia:	None
• <i>what kind of high-value equipment does your country export?</i>	
Cambodia:	None
• <i>what is the percentage of exported high-value equipment in relation to all deep sea mining equipment exported and/or produced?</i>	
Cambodia:	None
<i>Would the preparation of an international Protocol be beneficial and would your country be in favour of its preparation?</i>	
Germany:	Due to the lack of information on high-value deep sea mining equipment we cannot answer this question
New Zealand:	Possibly
3. CONSTRUCTION	
<i>(A) CONSTRUCTION</i>	
<i>Structure of the construction industry in your country in percentage:</i>	
<i>State owned:</i>	
Chile:	Only for accidents or natural disasters, Bailey bridges owned by the Military Engineering Division
Finland:	0.1%
Germany:	3%
Latvia:	0.4%
Lithuania:	0.4%
Pakistan:	20%
<i>Privately owned:</i>	
Cambodia:	100%
Chile:	100%
Cyprus:	100%
Finland:	99.7%
Germany:	97%
Jordan:	100%
Latvia:	97.4%
Lithuania:	Joint-stock and closed joint-stock construction companies 73.3%; individual construction companies: 26.3%
Pakistan:	70%
<i>Other (please specify):</i>	
Finland:	0.2% Municipality
Latvia:	2.2%

Pakistan:	10%
<i>Percentage of high-value mobile equipment, such as cranes for the building of sky-scrapers, used in the construction industry:</i>	
Cambodia:	5%
Chile:	No records. Ignored quantity and percentages
Cyprus:	Not available
Germany:	Equipment worth euro 2500 and more: 85%
Jordan:	0%
Latvia:	No data available. Total number cranes: 208
Pakistan:	10%
<i>Percentage of high-value mobile construction equipment that is imported into and/or used in your country that moves across the borders in the course of its activity:</i>	
Cambodia:	100%
Chile:	No records. Ignored quantity and percentages
Cyprus:	Not available
Germany:	10%
Jordan:	100%
Latvia:	No data available
Pakistan:	5%
<i>Percentage of high-value mobile construction equipment that is hired at need, instead of acquired:</i>	
Cambodia:	80%
Chile:	No records. Ignored quantity and percentages
Cyprus:	14%
Finland:	In this sector the vast majority of equipment is hired at need (often from abroad).
Germany:	30 – 35%
Jordan:	100%
Latvia:	No data available
Pakistan:	25%
<i>Are there credit problems for the acquisition of the equipment arising either because your domestic law does not provide for a suitable interest and/or interests created under foreign law require recognition under conflict-of-laws rules?</i>	
Austria:	There are no such problems under Austrian law
Cambodia:	Credit problems exist for the acquisition of the equipment because: <ul style="list-style-type: none"> • the possibility to obtain credit for the local bank is minimal; • the industry and construction market still is not very developed; • the law and laws are defined and amended by the National Assembly and by the Senate; • foreign investors in this field do not have a great interest
Chile:	No credit problems arising because of domestic or foreign law
Finland:	None reported
Germany:	No

Jordan:	No
Latvia:	No data available
Pakistan:	No
<i>If it were easier to obtain credit with a view to acquiring the equipment needed, would users benefit?</i>	
Austria:	In general it can be said that users would benefit from an alignment of international law concerning the access of the financing banks to the financial equipment. In Austria the legal possibilities are sufficient.
Cambodia:	In the spirit of improving the quality of work and the competitiveness of the market, users would always have the possibility to acquire the credit necessary for the acquisition of the equipment
Chile:	Of course
Finland:	In view of the above, probably not
Germany:	Yes
Jordan:	Yes
Latvia:	No data available
Pakistan:	Yes
Uruguay:	Yes
<i>If your country exports high-value construction equipment:</i>	
• <i>to which countries does it export?</i>	
Cambodia:	Currently we do not have the possibility to export the above material
Germany:	All countries
Latvia:	No data available
• <i>what kind of high-value equipment does your country export?</i>	
Germany:	All kinds of construction equipment and building material machinery
• <i>what is the percentage of exported high-value equipment in relation to all construction equipment exported and/or produced?</i>	
Chile:	Our country produces some low or intermediate-value construction equipment. We have no information on the production of high-value equipment; therefore no such equipment is exported to other countries.
Germany:	95%
<i>Would the preparation of an international Protocol be beneficial and would your country be in favour of its preparation?</i>	
Austria:	In Austria there would be potentially better possibilities for export and export financing
Cambodia:	Yes
Chile:	Evidently
Finland:	In view of the above, probably not
Germany:	Yes
Jordan:	Yes
Latvia:	Yes
Pakistan:	Yes
Switzerland:	[Schweizerischer Baumeisterverband negative; Verband der Schweizerischen Baumaschinenwirtschaft positive as would increase export possibilities]

Uruguay:	Yes
(B) CIVIL ENGINEERING	
<i>Structure of the civil engineering industry in your country in percentage:</i>	
Finland:	See answers to (A) above
Jordan:	Data not available
<i>State owned:</i>	
Cyprus:	55%
Germany:	5%
Latvia:	0.4%
Pakistan:	5%
<i>Privately owned:</i>	
Cyprus:	45%
Germany:	95%
Latvia:	97.4%
Pakistan:	90%
<i>Other (please specify):</i>	
Latvia:	2.2%
Pakistan:	5%
<i>Percentage of high-value mobile equipment, such as equipment for the excavating of mountain tunnels, used in civil engineering:</i>	
Cyprus:	Not available
Germany:	80%
Latvia:	No data available
Pakistan:	60%
<i>Percentage of high-value mobile equipment used in civil engineering that is imported into and/or used in your country that moves across the borders in the course of its activity:</i>	
Cyprus:	Not available
Germany:	20%
Latvia:	No data available
Pakistan:	40%
<i>Percentage of high-value equipment used in civil engineering that is hired at need, instead of acquired:</i>	
Cyprus:	20%
Germany:	35%
Latvia:	No data available
Pakistan:	50%
<i>Are there credit problems for the acquisition of the equipment arising either because your domestic law does not provide for a suitable interest and/or interests created under foreign law require recognition under conflict-of-laws rules?</i>	
Austria:	There are no such problems under Austrian law
Germany:	No

Latvia:	No data available
Pakistan:	No
<i>If it were easier to obtain credit with a view to acquiring the equipment needed, would users benefit?</i>	
Austria:	In general it can be said that users would benefit from an alignment of international law concerning the access of the financing banks to the financial equipment. In Austria the legal possibilities are sufficient.
Germany:	Yes
Latvia:	No data available
Pakistan:	Yes
Uruguay:	Yes
<i>If your country exports high-value equipment used in civil engineering:</i>	
<ul style="list-style-type: none"> <i>to which countries does it export?</i> 	
Germany:	All countries of the world
Latvia:	No data available
<ul style="list-style-type: none"> <i>what kind of high-value equipment does your country export?</i> 	
Germany:	All kind of earthmoving, road building and other construction equipment
<ul style="list-style-type: none"> <i>what is the percentage of exported high-value equipment in relation to all civil engineering equipment exported and/or produced?</i> 	
Germany:	80%
<i>Would the preparation of an international Protocol be beneficial and would your country be in favour of its preparation?</i>	
Austria:	In Austria there would be potentially better possibilities for export and export financing.
Germany:	Yes
Latvia:	Yes
Pakistan:	Yes
Uruguay:	Yes

AIR PROTOCOL	PREL. DRAFT SPACE PROTOCOL	Rail Protocol	Proposed Agricul./Mining/ Constr. Prot.
THE STATES PARTIES TO THIS PROTOCOL, CONSIDERING it necessary to implement the Convention on International Interests in Mobile Equipment (hereinafter referred to as <i>the Convention</i>) as it relates to aircraft equipment, in the light of the purposes set out in the preamble to the Convention,	THE STATES PARTIES TO THIS PROTOCOL, CONSIDERING it desirable to implement the Convention on International Interests in Mobile Equipment (hereinafter referred to as the <i>Convention</i>) as it relates to space assets, in the light of the purposes set out in the preamble to the Convention,	THE STATES PARTIES TO THIS PROTOCOL, CONSIDERING it necessary to implement the Convention on International Interests in Mobile Equipment (hereinafter referred to as the <i>Convention</i>) as it relates to railway rolling stock, in the light of the purposes set out in the preamble to the Convention,	THE STATES PARTIES TO THIS PROTOCOL, CONSIDERING it necessary to implement the Convention on International Interests in Mobile Equipment (hereinafter referred to as the <i>Convention</i>) as it relates to agricultural, mining and construction equipment, in the light of the purposes set out in the preamble to the Convention,
MINDFUL of the need to adapt the Convention to meet the particular requirements of aircraft finance and to extend the sphere of application of the Convention to include contracts of sale of aircraft equipment,	MINDFUL of the need to adapt the Convention to meet the particular demand for and the utility of space assets and the need to finance their acquisition and use as efficiently as possible,	MINDFUL of the need to adapt the Convention to meet the particular requirements of railway rolling stock and their finance,	MINDFUL of the need to adapt the Convention to meet the particular requirements of agricultural, mining and construction equipment and their finance,
	MINDFUL of the benefits to all States from expanded space-based services which the Convention and this Protocol will yield,		
MINDFUL of the principles and objectives of the Convention on International Civil Aviation, signed at Chicago on 7 December 1944,	MINDFUL of the established principles of space law, including those contained in the international space treaties under the auspices of the United Nations,		
	MINDFUL of the continuing development of the international commercial space industry and recognising the need for a uniform and predictable regimen governing the taking of security over space assets and facilitating asset-based financing of the same,		
HAVE AGREED upon the following provisions relating to aircraft equipment:	HAVE AGREED upon the following provisions relating to space assets:	HAVE AGREED upon the following provisions relating to railway rolling stock	HAVE AGREED upon the following provisions relating to agricultural, mining and construction equipment:
Chapter I - Sphere of Application and General Provisions	Chapter I – Sphere of Application and General Provisions	CHAPTER I – GENERAL PROVISIONS	CHAPTER I – SPHERE OF APPLICATION AND GENERAL PROVISIONS
Article I — Defined terms	ARTICLE I – DEFINED TERMS	Article I – Defined terms	Article I – Defined terms
1. In this Protocol, except where the context otherwise requires, terms used in it have the meanings set out in the Convention.	1. In this Protocol, except where the context otherwise requires, terms used in it have the meanings set out in the Convention.	1. In this Protocol, except where the context otherwise requires, terms used in it have the meanings set out in the Convention.	1. In this Protocol, except where the context otherwise requires, terms used in it have the meanings set out in the Convention.
2. In this Protocol the following terms are employed with the meanings set out below:	2. In this Protocol the following terms are employed with the meanings set out below:	2. In this Protocol the following terms are employed with the meanings set out below:	2. In this Protocol the following terms are employed with the meanings set out below:
			(a) “agricultural equipment” means any item listed in Annex 1 to this Protocol.
(a) “aircraft” means aircraft as defined for the purposes of the Chicago Convention which are either airframes with aircraft engines installed thereon or helicopters;			
(b) “aircraft engines” means aircraft engines (other than those used in military, customs or police services) powered by jet propulsion or			

AIR PROTOCOL	PREL. DRAFT SPACE PROTOCOL	Rail Protocol	Proposed Agricul./Mining/ Constr. Prot.
<p>turbine or piston technology and:</p> <p>(i) in the case of jet propulsion aircraft engines, have at least 1750 lb of thrust or its equivalent; and</p> <p>(ii) in the case of turbine-powered or piston-powered aircraft engines, have at least 550 rated take-off shaft horsepower or its equivalent, together with all modules and other installed, incorporated or attached accessories, parts and equipment and all data, manuals and records relating thereto;</p>			
(c) "aircraft objects" means airframes, aircraft engines and helicopters;			
(d) "aircraft register" means a register maintained by a State or a common mark registering authority for the purposes of the Chicago Convention;			
<p>(e) "airframes" means airframes (other than those used in military, customs or police services) that, when appropriate aircraft engines are installed thereon, are type certified by the competent aviation authority to transport:</p> <p>(i) at least eight (8) persons including crew; or</p> <p>(ii) goods in excess of 2750 kilograms, together with all installed, incorporated or attached accessories, parts and equipment (other than aircraft engines), and all data, manuals and records relating thereto;</p>			
(f) "authorised party" means the party referred to in Article XIII(3);			
(g) "Chicago Convention" means the <i>Convention on International Civil Aviation</i> , signed at Chicago on 7 December 1944, as amended, and its Annexes;			
(h) "common mark registering authority" means the authority maintaining a register in accordance with Article 77 of the Chicago Convention as implemented by the Resolution adopted on 14 December 1967 by the Council of the International Civil Aviation Organization on nationality and registration of aircraft operated by international operating agencies;			
			(b) "construction equipment" means any item listed in Annex 2 to this Protocol;
	(a) "debtor's rights" means all rights to performance or payment due to a debtor by any person with respect to a space asset;		
(i) "de-registration of the aircraft" means deletion or removal of the registration of the aircraft from			

AIR PROTOCOL	PREL. DRAFT SPACE PROTOCOL	Rail Protocol	Proposed Agricul./Mining/ Constr. Prot.
its aircraft register in accordance with the Chicago Convention;			
(j) "guarantee contract" means a contract entered into by a person as guarantor;	(b) "guarantee contract" means a contract entered into by a person as a guarantor;	(a) "guarantee contract" means a contract entered into by a person as guarantor;	(c) "guarantee contract" means a contract entered into by a person as guarantor;
(k) "guarantor" means a person who, for the purpose of assuring performance of any obligations in favour of a creditor secured by a security agreement or under an agreement, gives or issues a suretyship or demand guarantee or a standby letter of credit or any other form of credit insurance;	(c) "guarantor" means a person who, for the purpose of assuring performance of any obligations in favour of a creditor secured by a security agreement or under an agreement, gives or issues a suretyship or demand guarantee or a standby letter of credit or other form of credit insurance;	(b) "guarantor" means a person who, for the purpose of assuring performance of any obligations in favour of a creditor secured by a security agreement or under an agreement, gives or issues a suretyship or demand guarantee or a standby letter of credit or any other form of credit insurance;	(d) "guarantor" means a person who, for the purpose of assuring performance of any obligations in favour of a creditor secured by a security agreement or under an agreement, gives or issues a suretyship or demand guarantee or a standby letter of credit or any other form of credit insurance;
(l) "helicopters" means heavier-than-air machines (other than those used in military, customs or police services) supported in flight chiefly by the reactions of the air on one or more power-driven rotors on substantially vertical axes and which are type certified by the competent aviation authority to transport: (i) at least five (5) persons including crew; or (ii) goods in excess of 450 kilograms, together with all installed, incorporated or attached accessories, parts and equipment (including rotors), and all data, manuals and records relating thereto;			
(m) "insolvency-related event" means: (i) the commencement of the insolvency proceedings; or (ii) the declared intention to suspend or actual suspension of payments by the debtor where the creditor's right to institute insolvency proceedings against the debtor or to exercise remedies under the Convention is prevented or suspended by law or State action;	(d) "insolvency-related event" means: (i) the commencement of the insolvency proceedings; or (ii) the declared intention to suspend or actual suspension of payments by the debtor where the creditor's right to institute insolvency proceedings against the debtor or to exercise remedies under the Convention is prevented or suspended by law or State action;	(c) "insolvency-related event" means: (i) the commencement of the insolvency proceedings; or (ii) the declared intention to suspend or actual suspension of payments by the debtor where the creditor's right to institute insolvency proceedings against the debtor or to exercise remedies under the Convention is prevented or suspended by law or State action;	(e) "insolvency-related event" means: (i) the commencement of the insolvency proceedings; or (ii) the declared intention to suspend or actual suspension of payments by the debtor where the creditor's right to institute insolvency proceedings against the debtor or to exercise remedies under the Convention is prevented or suspended by law or State action;
			(f) "mining equipment" means any item listed in Annex 3 to this Protocol; and
(n) "primary insolvency jurisdiction" means the Contracting State in which the centre of the debtor's main interests is situated, which for this purpose shall be deemed to be the place of the debtor's statutory seat or, if there is none, the place where the debtor is incorporated or formed, unless proved otherwise;	(e) "primary insolvency jurisdiction" means the Contracting State in which the centre of the debtor's main interests is situated, which for this purpose shall be deemed to be the place of the debtor's statutory seat, or, if there is none, the place where the debtor is incorporated or formed, unless proved otherwise;	(d) "primary insolvency jurisdiction" means the Contracting State in which the centre of the debtor's main interests is situated, which for this purpose shall be deemed to be the place of the debtor's statutory seat or, if there is none, the place where the debtor is incorporated or formed, unless proved otherwise;	(g) "primary insolvency jurisdiction" means the Contracting State in which the centre of the debtor's main interests is situated, which for this purpose shall be deemed to be the place of the debtor's statutory seat or, if there is none, the place where the debtor is incorporated or formed, unless proved otherwise.
		(e) "public service rolling stock" means railway rolling stock habitually used for transporting the public on scheduled services, together with locomotives and ancillary railway rolling stock habitually used to provide such services;	
		(f) "railway vehicle" means a vehicle moveable on or directly above a fixed railway track or	

AIR PROTOCOL	PREL. DRAFT SPACE PROTOCOL	Rail Protocol	Proposed Agricul./Mining/ Constr. Prot.
		<p>guideway, or fixed superstructures or racks installed or designed to be installed on such vehicles, including all traction systems, engines, brakes, axles, bogies, and pantographs, and in each case including accessories and other components, equipment and parts installed or incorporated therein or attached thereto;</p>	
		<p>(g) "railway rolling stock" means railway vehicles and all operating and technical data, manuals, notebooks and other records identifiable in relation to a specific railway vehicle.</p>	
<p>(o) "registry authority" means the national authority or the common mark registering authority, maintaining an aircraft register in a Contracting State and responsible for the registration and de-registration of an aircraft in accordance with the Chicago Convention; and</p>			
	<p>(f) "related rights" means any permit, licence, authorisation, concession or equivalent instrument that is granted or issued by, or pursuant to the authority of, a national or intergovernmental or other international body or authority to manufacture, launch, control, use or operate a space asset, relating to the use of orbits positions and the transmission, emission or reception of electromagnetic signals to and from a space asset;</p>		
	<p>(g) "space assets" means: (i) any identifiable asset that is intended to be launched and placed in space or that is in space; (ii) any identifiable asset assembled or manufactured in space; (iii) any identifiable launch vehicle that is expendable or can be reused to transport persons or goods to and from space; and (iv) any separately identifiable ¹² component forming a part of an asset referred to in the preceding sub-paragraphs or attached to or contained within such asset. As used in this definition, the term "space" means outer space, including the Moon and other celestial bodies.</p>		
<p>(p) "State of registry" means, in respect of an aircraft, the State on the national register of which an aircraft is entered or the State of location of the common mark registering authority maintaining the aircraft register.</p>			

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Article II — Application of Convention as regards aircraft objects	Article II – Application of the Convention as regards space assets and related rights	Article II – Application of the Convention as regards railway rolling stock	Article II – Application of the Convention as regards agricultural, mining and construction equipment
1. The Convention shall apply in relation to aircraft objects as provided by the terms of this Protocol.	1. The Convention shall apply in relation to space assets as provided by the terms of this Protocol.	1. The Convention shall apply in relation to railway rolling stock as provided by the terms of this Protocol.	1. The Convention shall apply in relation to agricultural, mining and construction equipment as provided by the terms of this Protocol.
	2. The Convention and this Protocol do not determine whether related rights are transferable or assignable, without prejudice however to the application of Article XVI(2).		
2. The Convention and this Protocol shall be known as the Convention on International Interests in Mobile Equipment as applied to aircraft objects.	3. The Convention and this Protocol shall be known as the Convention on International Interests in Mobile Equipment as applied to space assets.	2. The Convention and this Protocol shall be known as the Convention on International Interests in Mobile Equipment as applied to railway rolling stock.	2. The Convention and this Protocol shall be known as the Convention on International Interests in Mobile Equipment as applied to agricultural, mining and construction equipment.
Article III — Application of Convention to sales	Article III – Application of the Convention to sales		Article III – Application of the Convention to sales
The following provisions of the Convention apply as if references to an agreement creating or providing for an international interest were references to a contract of sale and as if references to an international interest, a prospective international interest, the debtor and the creditor were references to a sale, a prospective sale, the seller and the buyer respectively: Articles 3 and 4; Article 16(1)(a); Article 19(4); Article 20(1) (as regards registration of a contract of sale or a prospective sale); Article 25(2) (as regards a prospective sale); and Article 30. In addition, the general provisions of Article 1, Article 5, Chapters IV to VII, Article 29 (other than Article 29(3) which is replaced by Article XIV(1) and (2)), Chapter X, Chapter XII (other than Article 43), Chapter XIII and Chapter XIV (other than Article 60) shall apply to contracts of sale and prospective sales.	The following provisions of the Convention apply as if references to an agreement creating or providing for an international interest were references to a contract of sale and as if references to an international interest, a prospective international interest, the debtor and the creditor were references to a sale, a prospective sale, the seller and the buyer respectively: Articles 3 and 4; Article 16(1)(a); Article 19(4); Article 20(1) (as regards registration of a contract of sale or a prospective sale); Article 25(2) (as regards a prospective sale); and Article 30. In addition, the general provisions of Article 1, Article 5, Chapters IV to VII, Article 29 (other than Article 29(3) which is replaced by Article XIII), Chapter X, Chapter XII (other than Article 43), Chapter XIII and Chapter XIV (other than Article 60) shall apply to contracts of sale and prospective sales.		The following provisions of the Convention apply as if references to an agreement creating or providing for an international interest were references to a contract of sale and as if references to an international interest, a prospective international interest, the debtor and the creditor were references to a sale, a prospective sale, the seller and the buyer respectively: Articles 3 and 4; Article 16(1)(a); Article 19(4); Article 20(1) (as regards registration of a contract of sale or a prospective sale); Article 25(2) (as regards a prospective sale); and Article 30. In addition, the general provisions of Article 1, Article 5, Chapters IV to VII, Article 29 (other than Article 29(3) which is replaced by Article XIII), Chapter X, Chapter XII (other than Article 43), Chapter XIII and Chapter XIV (other than Article 60) shall apply to contracts of sale and prospective sales.
Article IV — Sphere of application	Article III bis – Sphere of application		
1. Without prejudice to Article 3(1) of the Convention, the Convention shall also apply in relation to a helicopter, or to an airframe pertaining to an aircraft, registered in an aircraft register of a Contracting State which is the State of registry, and where such registration is made pursuant to an agreement for registration of the	The return of a space asset from space does not affect an international interest in that asset.		

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aircraft it is deemed to have been effected at the time of the agreement.			
2. For the purposes of the definition of “internal transaction” in Article 1 of the Convention: (a) an airframe is located in the State of registry of the aircraft of which it is a part; (b) an aircraft engine is located in the State of registry of the aircraft on which it is installed or, if it is not installed on an aircraft, where it is physically located; and (c) a helicopter is located in its State of registry, at the time of the conclusion of the agreement creating or providing for the interest.			
	Article IV – Derogation	Article III - Derogation	Article IV – Derogation from application of Protocol
3. The parties may, by agreement in writing, exclude the application of Article XI and, in their relations with each other, derogate from or vary the effect of any of the provisions of this Protocol except Article IX (2)-(4).	The parties may, by agreement in writing, exclude the application of Article XI and, in their relations with each other, derogate from or vary the effect of any of the provisions of this Protocol except Article IX(2)-(3).	In their relations with each other, the parties may by agreement in writing, derogate from or vary any of the provisions of this Protocol except Article VII(2).	The parties may, by agreement in writing, exclude the application of Article XI and, in their relations with each other, derogate from or vary the effect of any of the provisions of this Protocol except Article IX(3) – (4).
Article V — Formalities, effects and registration of contracts of sale	Article V – Formalities, effects and registration of contracts of sale		Article V – Formalities, effects and registration of contracts of sale
1. For the purposes of this Protocol, a contract of sale is one which: (a) is in writing; (b) relates to an aircraft object of which the seller has power to dispose; and (c) enables the aircraft object to be identified in conformity with this Protocol.	1. For the purposes of this Protocol, a contract of sale is one which: (a) is in writing; (b) relates to a space asset of which the seller has power to dispose; and (c) enables the space asset to be identified in conformity with this Protocol.		1. For the purposes of this Protocol, a contract of sale is one which: (a) is in writing; (b) relates to agricultural, mining or construction equipment of which the seller has power to dispose; and (c) enables the agricultural, mining or construction equipment to be identified in conformity with this Protocol.
2. A contract of sale transfers the interest of the seller in the aircraft object to the buyer according to its terms.	2. A contract of sale transfers the interest of the seller in the space asset to the buyer according to its terms.		2. A contract of sale transfers the interest of the seller in the agricultural, mining or construction equipment to the buyer according to its terms
3. Registration of a contract of sale remains effective indefinitely. Registration of a prospective sale remains effective unless discharged or until expiry of the period, if any, specified in the registration.	3. Registration of a contract of sale remains effective indefinitely. Registration of a prospective sale remains effective unless discharged or until expiry of the period, if any, specified in the registration.		3. Registration of a contract of sale remains effective indefinitely. Registration of a prospective sale remains effective unless discharged or until expiry of the period, if any, specified in the registration.
Article VI — Representative capacities	Article VI – Representative capacities	Article IV – Representative capacities	Article VI – Representative capacities
A person may enter into an agreement or a sale, and register an international interest in, or a sale of, an aircraft object, in an agency, trust or other representative capacity. In such case, that person is entitled to assert rights and interests under the Convention.	A person may, in relation to a space asset, enter into an agreement or a contract of sale, effect a registration as defined by Article 16(3) of the Convention and assert rights and interests under the Convention in an agency, trust or representative capacity.	A person may, in relation to railway rolling stock, enter into an agreement, effect a registration as defined by Article 16(3) of the Convention and assert rights and interests under the Convention, in an agency, trust or representative capacity on behalf of a creditor or creditors.	A person may, in relation to agricultural, mining or construction equipment, enter into an agreement or a contract of sale, effect a registration as defined by Article 16(3) of the Convention and assert rights and interests under the Convention in an agency, trust or representative capacity.

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Article VII — Description of aircraft objects	Article VII – Identification of space assets	Article V – Identification of railway rolling stock	Article VII – Identification of agricultural, mining or construction equipment
A description of an aircraft object that contains its manufacturer's serial number, the name of the manufacturer and its model designation is necessary and sufficient to identify the object for the purposes of Article 7(c) of the Convention and Article V(1)(c) of this Protocol.	A description of a space asset that satisfies the requirements established in the regulations is necessary and sufficient to identify the space asset for the purposes of Article 7(c) of the Convention and Article V(1)(c) of this Protocol.	<u>1. For the purposes of Article 7 of the Convention, a description of an item of railway rolling stock is sufficient if: (a) it contains its manufacturer's name, its serial number and its model designation; or (b) it conforms to the method prescribed by the ensuing paragraphs.</u>	A description of agricultural, mining or construction equipment that satisfies the requirements established in the regulations is necessary and sufficient to identify the agricultural, mining or construction equipment for the purposes of Article 7(c) of the Convention and Article V(1)(c) of this Protocol.
		<u>2. For the purposes of Chapter V of the Convention, the Supervisory Authority shall, in regulations, prescribe a system for the allocation of identification numbers by the Registrar to enable the unique identification of items of railway rolling stock. The identification number shall either be affixed to the item of railway rolling stock or be associated in the International Registry with a national or regional identification number so affixed.</u>	
		<u>3. A Contracting State may by a declaration state the system of national or regional identification numbers it will use. For the purpose of the preceding paragraph, a Contracting State may by declaration state the system of national or regional identification numbers that shall be used [with respect to items of railway rolling stock subject to an international interest created by a debtor situated in that Contracting State at the time of the conclusion of the agreement creating or providing for the international interest]. Such a national or regional identification system shall ensure the unique identification of items of railway rolling stock and compliance with the basic informational requirements of the Convention and this Protocol for the operation of the International Registry.</u>	
		<u>4. A declaration by a Contracting State according to the preceding paragraph shall be made at the time of ratification, acceptance, approval of, or accession to this Protocol and shall include detailed information on the operation of the national or regional identification system.</u>	
		<u>5. The Supervisory Authority shall review the national or regional identification system set out in a declaration by a Contracting State pursuant to paragraph 3 and may give advice on the measures to be taken to ensure that the system complies with the conditions set out in paragraph 3.</u>	

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		6. Every registration in respect of a specific item of railway rolling stock shall be made against the identification number allocated by the Registrar pursuant to paragraph 2.	
		7. A registration in respect of an item of railway rolling stock for which a declaration pursuant to paragraph 3 has been made, shall specify all the national or regional identification numbers to which the item has been subject since the entry into force of this Protocol and the time during which each number has applied to the item. The debtor shall, and the creditor may, provide the International Registry with any new national or regional identification number allocated during the currency of the registration of the relevant interest. Any identification number so specified or provided shall be registered in the International Registry by the Registrar. <u>Failure to comply with any of the above requirements shall not invalidate the registration</u>	
Article VIII — Choice of law	Article VIII – Choice of law	Article VI – Choice of law	Article VIII – Choice of law
1. This Article applies only where a Contracting State has made a declaration pursuant to Article XXX(1).	1. This Article applies unless a Contracting State has made a declaration pursuant to Article XXVI(1).	1. This Article applies only where a Contracting State has made a declaration pursuant to Article XXVII.	1. This Article applies only where a Contracting State has made a declaration pursuant to Article XIII.
2. The parties to an agreement, or a contract of sale, or a related guarantee contract or subordination agreement may agree on the law which is to govern their contractual rights and obligations, wholly or in part.	2. The parties to an agreement, or a contract of sale, or a related guarantee contract or subordination agreement may agree on the law which is to govern their contractual rights and obligations, wholly or in part.	2. The parties to an agreement or a related guarantee contract or subordination agreement may agree on the law which is to govern their contractual rights and obligations, wholly or in part.	2. The parties to an agreement, or a contract of sale, or a related guarantee contract or subordination agreement may agree on the law which is to govern their contractual rights and obligations, wholly or in part.
3. Unless otherwise agreed, the reference in the preceding paragraph to the law chosen by the parties is to the domestic rules of law of the designated State or, where that State comprises several territorial units, to the domestic law of the designated territorial unit.	3. Unless otherwise agreed, the reference in the preceding paragraph to the law chosen by the parties is to the domestic rules of law of the designated State or, where that State comprises several territorial units, to the domestic law of the designated territorial unit.	3. Unless otherwise agreed, the reference in the preceding paragraph to the law chosen by the parties is to the domestic rules of law of the designated State or, where that State comprises several territorial units, to the domestic law of the designated territorial unit.	3. Unless otherwise agreed, the reference in the preceding paragraph to the law chosen by the parties is to the domestic rules of law of the designated State or, where that State comprises several territorial units, to the domestic law of the designated territorial unit.
Chapter II Default remedies, priorities and assignments	Chapter II – Default Remedies, Priorities And Assignments	Chapter II – Default Remedies, Priorities And Assignments	Chapter II – Default Remedies, Priorities And Assignments
Article IX — Modification of default remedies provisions	Article IX – Modification of default remedies provisions	Article VII – Modification of default remedies provisions	Article IX – Modification of default remedies provisions
	1. This Article applies only where a Contracting State has made a declaration to that effect under Article XXVI(2) [and to the extent stated in such declaration].		
		1. Any court order under Articles 8(1)(a) and (2), 10 and 13(1)(b) of the Convention authorising the creditor to take possession, custody or control of the object may specify the reasonable measures	1. Any court order under Articles 8(1)(a) and (2), 10 and 13(1)(b) of the Convention authorising the creditor to take possession, custody or control of the object may specify the reasonable measures

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		to be taken by the debtor to make it possible for the creditor to exercise its rights in accordance with the order.	to be taken by the debtor to make it possible for the creditor to exercise its rights in accordance with the order.
1. In addition to the remedies specified in Chapter III of the Convention, the creditor may, to the extent that the debtor has at any time so agreed and in the circumstances specified in that Chapter: (a) procure the de-registration of the aircraft; and (b) procure the export and physical transfer of the aircraft object from the territory in which it is situated.			
2. The creditor shall not exercise the remedies specified in the preceding paragraph without the prior consent in writing of the holder of any registered interest ranking in priority to that of the creditor.			2. The creditor shall not exercise the remedies specified in the preceding paragraph without the prior consent in writing of the holder of any registered interest ranking in priority to that of the creditor.
3. Article 8(3) of the Convention shall not apply to aircraft objects. Any remedy given by the Convention in relation to an aircraft object shall be exercised in a commercially reasonable manner. A remedy shall be deemed to be exercised in a commercially reasonable manner where it is exercised in conformity with a provision of the agreement except where such a provision is manifestly unreasonable.	2. (a) Article 8(3) of the Convention shall not apply to space assets. (b) In relation to space assets the following provisions shall apply: (i) any remedy given by the Convention shall be exercised in a commercially reasonable manner; (ii) a remedy shall be deemed to be exercised in a commercially reasonable manner where it is exercised in conformity with a provision of the agreement between the debtor and the creditor except where such a provision is manifestly unreasonable.	2. Article 8(3) of the Convention shall not apply to railway rolling stock. Any remedy given by the Convention in relation to railway rolling stock shall be exercised in a commercially reasonable manner. A remedy shall be deemed to be exercised in a commercially reasonable manner where it is exercised in conformity with a provision of the agreement except where such a provision is manifestly unreasonable.	3. Article 8(3) of the Convention shall not apply to agricultural, mining and construction equipment. Any remedy given by the Convention in relation to agricultural, mining and construction equipment shall be exercised in a commercially reasonable manner. A remedy shall be deemed to be exercised in a commercially reasonable manner where it is exercised in conformity with a provision of the agreement except where such a provision is manifestly unreasonable.
4. A chargee giving ten or more working days' prior written notice of a proposed sale or lease to interested persons shall be deemed to satisfy the requirement of providing "reasonable prior notice" specified in Article 8(4) of the Convention. The foregoing shall not prevent a chargee and a chargor or a guarantor from agreeing to a longer period of prior notice.	3. A chargee giving ten or more working days' prior written notice of a proposed sale or lease to interested persons shall be deemed to satisfy the requirement of providing "reasonable prior notice" specified in Article 8(4) of the Convention. The foregoing shall not prevent a chargee and a chargor or a guarantor from agreeing to a longer period of prior notice.	3. A chargee giving 14 or more calendar days' prior written notice of a proposed sale or lease to interested persons as provided by Article 8(4) of the Convention shall be deemed to satisfy the requirement of giving the "reasonable prior notice" specified therein. The foregoing shall not prevent a chargee and a chargor or a guarantor from agreeing to a longer period of prior notice.	4. A chargee giving [X] or more calendar days' prior written notice of a proposed sale or lease to interested persons as provided by Article 8(4) of the Convention shall be deemed to satisfy the requirement of giving the "reasonable prior notice" specified therein. The foregoing shall not prevent a chargee and a chargor or a guarantor from agreeing to a longer period of prior notice.
	[4. When two space assets, one of which is a separately identifiable component of the other within the meaning of Article 1(2)(f), are subject to two separate registered interests, both registered interests shall be valid and have priority as determined under Article 29 of the Convention unless otherwise agreed between the holders of such registered interests.]		
5. The registry authority in a Contracting State shall, subject to any applicable safety laws and regulations, honour a request for de-registration and export if:			

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<p>(a) the request is properly submitted by the authorised party under a recorded irrevocable deregistration and export request authorisation; and</p> <p>(b) the authorised party certifies to the registry authority, if required by that authority, that all registered interests ranking in priority to that of the creditor in whose favour the authorisation has been issued have been discharged or that the holders of such interests have consented to the de-registration and export.</p>			
<p>6. A chargee proposing to procure the de-registration and export of an aircraft under paragraph 1 otherwise than pursuant to a court order shall give reasonable prior notice in writing of the proposed deregistration and export to:</p> <p>(a) interested persons specified in Article 1(m)(i) and (ii) of the Convention; and</p> <p>(b) interested persons specified in Article 1(m)(iii) of the Convention who have given notice of their rights to the chargee within a reasonable time prior to the de-registration and export.</p>			
	<p>Article IX bis – Placement of data and materials</p>		
	<p>The parties to an agreement may specifically agree for the placement of data and materials with another person in order to afford the creditor the opportunity to take possession of, establish control over or operate the space asset.</p>		
<p>Article X — Modification of provisions regarding relief pending final determination</p>	<p>Article X – Modification of provisions regarding relief pending final determination</p>	<p>Article VIII – Modification of provisions regarding relief pending final determination</p>	<p>Article X – Modification of provisions regarding relief pending final determination</p>
<p>1. This Article applies only where a Contracting State has made a declaration under Article XXX(2) and to the extent stated in such declaration.</p>	<p>1. This Article applies only where a Contracting State has made a declaration to that effect under Article XXVI(3) and to the extent stated in such declaration.</p>	<p>1. This Article applies only in a Contracting State which has made a declaration pursuant to Article XXVII and to the extent stated in such declaration.</p>	<p>1. This Article applies only in a Contracting State which has made a declaration pursuant to Article XIII and to the extent stated in such declaration.</p>
		<p>2. Relief under Article 13(1) of the Convention shall not be dependent upon the agreement of the debtor.</p>	<p>2. Relief under Article 13(1) of the Convention shall not be dependent upon the agreement of the debtor.</p>
<p>2. For the purposes of Article 13(1) of the Convention, “speedy” in the context of obtaining relief means within such number of working days from the date of filing of the application for relief as is specified in a declaration made by the Contracting State in which the application is made.</p>	<p>2. For the purposes of Article 13(1) of the Convention, “speedy” in the context of obtaining relief means within such number of working days from the date of filing of the application for relief as is specified in a declaration made by the Contracting State in which the application is made.</p>	<p>3. For the purposes of Article 13(1) of the Convention, “speedy” in the context of obtaining relief means within such number of calendar days from the date of filing of the application for relief as is specified in a declaration made by the Contracting State in which the application is made.</p>	<p>3. For the purposes of Article 13(1) of the Convention, “speedy” in the context of obtaining relief means within such number of calendar days from the date of filing of the application for relief as is specified in a declaration made by the Contracting State in which the application is made.</p>
<p>3. Article 13(1) of the Convention applies with the following being added immediately after subparagraph (d):</p>	<p>3. Article 13(1) of the Convention applies with the following being added immediately after subparagraph (d):</p>	<p>4. Article 13(1) of the Convention applies with the following being added immediately after subparagraph (d):</p>	<p>4. Article 13(1) of the Convention applies with the following being added immediately after subparagraph (d):</p>

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“(e) if at any time the debtor and the creditor specifically agree, sale and application of proceeds therefrom”, and Article 43(2) applies with the insertion after the words “Article 13(1)(d)” of the words “and (e)”.	“(e) if at any time the debtor and the creditor specifically agree, sale and application of proceeds therefrom”, and Article 43(2) applies with the insertion after the words “Article 13(1)(d)” of the words “and (e)”.	“(e) if at any time the debtor and the creditor specifically agree, sale of the object and application of proceeds therefrom”, and Article 43(2) applies with the insertion after the words “Article 13(1)(d)” of the words “and (e)”.	“(e) if at any time the debtor and the creditor specifically agree, sale of the object and application of proceeds therefrom”, and Article 43(2) applies with the insertion after the words “Article 13(1)(d)” of the words “and (e)”.
4. Ownership or any other interest of the debtor passing on a sale under the preceding paragraph is free from any other interest over which the creditor’s international interest has priority under the provisions of Article 29 of the Convention.	4. Ownership or any other interest of the debtor passing on a sale under the preceding paragraph is free from any other interest over which the creditor’s international interest has priority under the provisions of Article 29 of the Convention.	5. Ownership or any other interest of the debtor passing on a sale under the preceding paragraph is free from any other interest over which the creditor’s international interest has priority under the provisions of Article 29 of the Convention.	5. Ownership or any other interest of the debtor passing on a sale under the preceding paragraph is free from any other interest over which the creditor’s international interest has priority under the provisions of Article 29 of the Convention.
5. The creditor and the debtor or any other interested person may agree in writing to exclude the application of Article 13(2) of the Convention.	[5. The creditor and the debtor or any other interested person may agree in writing to exclude the application of Article 13(2) of the Convention.]		6. The creditor and the debtor or any other interested person may agree in writing to exclude the application of Article 13(2) of the Convention.
		6. Judicial relief under Article 13(1) of the Convention may be granted in a Contracting State notwithstanding the commencement of insolvency proceedings in another State unless its application would contravene an international instrument or an instrument made by a Regional Economic Integration Organisation to which Article XXII(1) of this Protocol applies, being an instrument which in either case is binding on the Contracting State.	
6. With regard to the remedies in Article IX(1): (a) they shall be made available by the registry authority and other administrative authorities, as applicable, in a Contracting State no later than five working days after the creditor notifies such authorities that the relief specified in Article IX(1) is granted or, in the case of relief granted by a foreign court, recognised by a court of that Contracting State, and that the creditor is entitled to procure those remedies in accordance with the Convention; and (b) the applicable authorities shall expeditiously co-operate with and assist the creditor in the exercise of such remedies in conformity with the applicable aviation safety laws and regulations.			
7. Paragraphs 2 and 6 shall not affect any applicable aviation safety laws and regulations.			
Article XI – Remedies on insolvency	Article XI – Remedies on insolvency	Article IX – Remedies on insolvency	Article XI – Remedies on insolvency
1. This Article applies only where a Contracting State that is the primary insolvency jurisdiction has made a declaration pursuant to Article XXX(3).	1. This Article applies only where a Contracting State that is the primary insolvency jurisdiction has made a declaration pursuant to Article XXVI(4).	1. This Article applies only where a Contracting State that is the primary insolvency jurisdiction has made a declaration pursuant to Article XXVII.	1. This Article applies only where a Contracting State that is the primary insolvency jurisdiction has made a declaration pursuant to Article XXVIII(3).
<i>Alternative A</i>	<i>Alternative A</i>	<i>Alternative A</i>	<i>Alternative A</i>
2. Upon the occurrence of an insolvency-related event, the insolvency administrator or the debtor,	2. Upon the occurrence of an insolvency-related event, the insolvency administrator or the debtor,	2. Upon the occurrence of an insolvency-related event, the insolvency administrator or the debtor,	2. Upon the occurrence of an insolvency-related event, the insolvency administrator or the debtor,

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<p>as applicable, shall, subject to paragraph 7, give possession of the aircraft object to the creditor no later than the earlier of:</p> <p>(a) the end of the waiting period; and</p> <p>(b) the date on which the creditor would be entitled to possession of the aircraft object if this Article did not apply.</p>	<p>as applicable, shall, subject to paragraph 7, give possession of or control and operation over the space asset to the creditor no later than the earlier of:</p> <p>(a) the end of the waiting period; and</p> <p>(b) the date on which the creditor would be entitled to possession of or control and operation over the space asset if this Article did not apply.</p>	<p>as applicable, shall, subject to paragraph 6, give possession of the railway rolling stock to the creditor no later than the earlier of:</p> <p>(a) the end of the waiting period; and</p> <p>(b) the date on which the creditor would be entitled to possession of the railway rolling stock if this Article did not apply.</p>	<p>as applicable, shall, subject to paragraph 6, give possession of the agricultural, mining or construction equipment to the creditor no later than the earlier of:</p> <p>(a) the end of the waiting period; and</p> <p>(b) the date on which the creditor would be entitled to possession of the agricultural, mining or construction equipment if this Article did not apply.</p>
<p>3. For the purposes of this Article, the “waiting period” shall be the period specified in a declaration of the Contracting State which is the primary insolvency jurisdiction.</p>	<p>3. For the purposes of this Article, the “waiting period” shall be the period specified in a declaration of the Contracting State which is the primary insolvency jurisdiction.</p>	<p>3. For the purposes of this Article, the “waiting period” shall be the period specified in a declaration of the Contracting State which is the primary insolvency jurisdiction.</p>	<p>3. For the purposes of this Article, the “waiting period” shall be the period specified in a declaration of the Contracting State which is the primary insolvency jurisdiction.</p>
<p>4. References in this Article to the “insolvency administrator” shall be to that person in its official, not in its personal, capacity.</p>	<p>4. References in this Article to the “insolvency administrator” shall be to that person in its official, not in its personal, capacity.</p>		
<p>5. Unless and until the creditor is given the opportunity to take possession under paragraph 2:</p> <p>(a) the insolvency administrator or the debtor, as applicable, shall preserve the aircraft object and maintain it and its value in accordance with the agreement; and</p> <p>(b) the creditor shall be entitled to apply for any other forms of interim relief available under the applicable law.</p>	<p>5. Unless and until the creditor is given possession of or control and operation over the space asset under paragraph 2:</p> <p>(a) the insolvency administrator or the debtor, as applicable, shall preserve the space asset and maintain it and its value in accordance with the agreement; and</p> <p>(b) the creditor shall be entitled to apply for any other forms of interim relief available under the applicable law.</p>	<p>4. Unless and until the creditor is given the opportunity to take possession under paragraph 2:</p> <p>(a) the insolvency administrator or the debtor, as applicable, shall preserve the railway rolling stock and maintain it and its value in accordance with the agreement; and</p> <p>(b) the creditor shall be entitled to apply for any other forms of interim relief available under the applicable law.</p>	<p>4. Unless and until the creditor is given the opportunity to take possession under paragraph 2:</p> <p>(a) the insolvency administrator or the debtor, as applicable, shall preserve the agricultural, mining or construction equipment and maintain it and its value in accordance with the agreement; and</p> <p>(b) the creditor shall be entitled to apply for any other forms of interim relief available under the applicable law.</p>
<p>6. Sub-paragraph (a) of the preceding paragraph shall not preclude the use of the aircraft object under arrangements designed to preserve the aircraft object and maintain it and its value.</p>	<p>6. Sub-paragraph (a) of the preceding paragraph shall not preclude the use of the space asset under arrangements designed to preserve the space asset and maintain it and its value.</p>	<p>5. Sub-paragraph (a) of the preceding paragraph shall not preclude the use of the railway rolling stock under arrangements designed to preserve the railway rolling stock and maintain it and its value.</p>	<p>5. Sub-paragraph (a) of the preceding paragraph shall not preclude the use of the agricultural, mining or construction equipment under arrangements designed to preserve the agricultural, mining or construction equipment and maintain it and its value.</p>
<p>7. The insolvency administrator or the debtor, as applicable, may retain possession of the aircraft object where, by the time specified in paragraph 2, it has cured all defaults other than a default constituted by the opening of insolvency proceedings and has agreed to perform all future obligations under the agreement. A second waiting period shall not apply in respect of a default in the performance of such future obligations.</p>	<p>7. The insolvency administrator or the debtor, as applicable, may retain possession of or control and operation over the space asset where, by the time specified in paragraph 2, it has cured all defaults other than a default constituted by the opening of insolvency proceedings and has agreed to perform all future obligations under the agreement. A second waiting period shall not apply in respect of a default in the performance of such future obligations.</p>	<p>6. The insolvency administrator or the debtor, as applicable, may retain possession of the railway rolling stock where, by the time specified in paragraph 2, it has cured all defaults other than a default constituted by the opening of insolvency proceedings and has agreed to perform all future obligations under the agreement and related transaction documents. A second waiting period shall not apply in respect of a default in the performance of such future obligations.</p>	<p>6. The insolvency administrator or the debtor, as applicable, may retain possession of the agricultural, mining or construction equipment where, by the time specified in paragraph 2, it has cured all defaults other than a default constituted by the opening of insolvency proceedings and has agreed to perform all future obligations under the agreement and related transaction documents. A second waiting period shall not apply in respect of a default in the performance of such future obligations.</p>
<p>8. With regard to the remedies in Article IX(1) :</p> <p>(a) they shall be made available by the registry authority and the administrative authorities in a Contracting State, as applicable, no later than five working days after the date on which the creditor notifies such authorities that it is entitled to</p>			

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procure those remedies in accordance with the Convention; and (b) the applicable authorities shall expeditiously co-operate with and assist the creditor in the exercise of such remedies in conformity with the applicable aviation safety laws and regulations.			
9. No exercise of remedies permitted by the Convention or this Protocol may be prevented or delayed after the date specified in paragraph 2.	8. No exercise of remedies permitted by the Convention or this Protocol may be prevented or delayed after the date specified in paragraph 2.	7. No exercise of remedies permitted by the Convention or this Protocol may be prevented or delayed after the date specified in paragraph 2.	7. No exercise of remedies permitted by the Convention or this Protocol may be prevented or delayed after the date specified in paragraph 2.
10. No obligations of the debtor under the agreement may be modified without the consent of the creditor.	9. No obligations of the debtor under the agreement may be modified without the consent of the creditor.	8. No obligations of the debtor under the agreement may be modified without the consent of the creditor.	8. No obligations of the debtor under the agreement may be modified without the consent of the creditor.
11. Nothing in the preceding paragraph shall be construed to affect the authority, if any, of the insolvency administrator under the applicable law to terminate the agreement.	10. Nothing in the preceding paragraph shall be construed to affect the authority, if any, of the insolvency administrator under the applicable law to terminate the agreement.	9. Nothing in the preceding paragraph shall be construed to affect the authority, if any, of the insolvency administrator under the applicable law to terminate the agreement.	9. Nothing in the preceding paragraph shall be construed to affect the authority, if any, of the insolvency administrator under the applicable law to terminate the agreement.
12. No rights or interests, except for non-consensual rights or interests of a category covered by a declaration pursuant to Article 39(1), shall have priority in the insolvency over registered interests.	11. No rights or interests, except for non-consensual rights or interests of a category covered by a declaration pursuant to Article 39(1) of the Convention, shall have priority in insolvency proceedings over registered interests.	10. No rights or interests, except for non-consensual rights or interests of a category covered by a declaration pursuant to Article 39(1) of the Convention, shall have priority in insolvency proceedings over registered interests.	10. No rights or interests, except for non-consensual rights or interests of a category covered by a declaration pursuant to Article 39(1) of the Convention, shall have priority in insolvency proceedings over registered interests.
13. The Convention as modified by Article IX of this Protocol shall apply to the exercise of any remedies under this Article.	12. The Convention as modified by Article IX of this Protocol shall apply to the exercise of any remedies under this Article.	11. The Convention as modified by Articles VII and XXV of this Protocol shall apply to the exercise of any remedies under this Article.	11. The Convention as modified by Article IX of this Protocol shall apply to the exercise of any remedies under this Article.
<i>Alternative B</i>	<i>Alternative B</i>	<i>Alternative B</i>	<i>Alternative B</i>
2. Upon the occurrence of an insolvency-related event, the insolvency administrator or the debtor, as applicable, upon the request of the creditor, shall give notice to the creditor within the time specified in a declaration of a Contracting State pursuant to Article XXX(3) whether it will: (a) cure all defaults other than a default constituted by the opening of insolvency proceedings and agree to perform all future obligations, under the agreement and related transaction documents; or (b) give the creditor the opportunity to take possession of the aircraft object, in accordance with the applicable law.	2. Upon the occurrence of an insolvency-related event, the insolvency administrator or the debtor, as applicable, upon the request of the creditor, shall give notice to the creditor within the time specified in a declaration of a Contracting State pursuant to Article XXVI(4) whether it will: (a) cure all defaults other than a default constituted by the opening of insolvency proceedings and agree to perform all future obligations, under the agreement and related transaction documents; or (b) give the creditor the opportunity to take possession of or control and operation over the space asset, in accordance with the applicable law.	2. Upon the occurrence of an insolvency-related event, the insolvency administrator or the debtor, as applicable, upon the request of the creditor, shall give notice to the creditor within the time specified in a declaration of a Contracting State pursuant to Article XXVII whether it will: (a) cure all defaults other than a default constituted by the opening of insolvency proceedings and agree to perform all future obligations, under the agreement and related transaction documents; or (b) give the creditor the opportunity to take possession of the railway rolling stock, in accordance with the applicable law.	2. Upon the occurrence of an insolvency-related event, the insolvency administrator or the debtor, as applicable, upon the request of the creditor, shall give notice to the creditor within the time specified in a declaration of a Contracting State pursuant to Article XXVIII whether it will: (a) cure all defaults other than a default constituted by the opening of insolvency proceedings and agree to perform all future obligations, under the agreement and related transaction documents; or (b) give the creditor the opportunity to take possession of the agricultural, mining or construction equipment, in accordance with the applicable law.
3. The applicable law referred to in sub-paragraph (b) of the preceding paragraph may permit the court to require the taking of any additional step or the provision of any additional guarantee.	3. The applicable law referred to in sub-paragraph (b) of the preceding paragraph may permit the court to require the taking of any additional step or the provision of any additional guarantee.	3. The applicable law referred to in sub-paragraph (b) of the preceding paragraph may permit the court to require the taking of any additional step or the provision of any additional guarantee.	3. The applicable law referred to in sub-paragraph (b) of the preceding paragraph may permit the court to require the taking of any additional step or the provision of any additional guarantee.
4. The creditor shall provide evidence of its claims and proof that its international interest has been registered.	4. The creditor shall provide evidence of its claims and proof that its international interest has been registered.	4. The creditor shall provide evidence of its claims and proof that its international interest has been registered.	4. The creditor shall provide evidence of its claims and proof that its international interest has been registered.
5. If the insolvency administrator or the debtor, as applicable, does not give notice in conformity with	5. If the insolvency administrator or the debtor, as applicable, does not give notice in conformity with	5. If the insolvency administrator or the debtor, as applicable, does not give notice in conformity with	5. If the insolvency administrator or the debtor, as applicable, does not give notice in conformity with

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<p>paragraph 2, or when he has declared that he will give the creditor the opportunity to take possession of the aircraft object but fails to do so, the court may permit the creditor to take possession of the aircraft object upon such terms as the court may order and may require the taking of any additional step or the provision of any additional guarantee.</p>	<p>paragraph 2, or when it has declared that it will give the creditor the opportunity to take possession of or control and operation over the space asset but fails to do so, the court may permit the creditor to take possession of or control and operation over the space asset upon such terms as the court may order and may require the taking of any additional step or the provision of any additional guarantee.</p>	<p>paragraph 2, or when the insolvency administrator or the debtor has declared that it will give the creditor the opportunity to take possession of the railway rolling stock but fails to do so, the court may permit the creditor to take possession of the railway rolling stock upon such terms as the court may order and may require the taking of any additional step or the provision of any additional guarantee.</p>	<p>paragraph 2, or when the insolvency administrator or the debtor has declared that it will give the creditor the opportunity to take possession of the agricultural, mining or construction equipment but fails to do so, the court may permit the creditor to take possession of the agricultural, mining or construction equipment upon such terms as the court may order and may require the taking of any additional step or the provision of any additional guarantee.</p>
<p>6. The aircraft object shall not be sold pending a decision by a court regarding the claim and the international interest.</p>	<p>6. The space asset shall not be sold pending a decision by a court regarding the claim and the international interest.</p>	<p>6. The railway rolling stock shall not be sold pending a decision by a court regarding the claim and the international interest.</p>	<p>6. The agricultural, mining or construction equipment shall not be sold pending a decision by a court regarding the claim and the international interest.</p>
		<p><i>Alternative C</i></p>	<p><i>Alternative C</i></p>
		<p>2. Upon the occurrence of an insolvency-related event, the insolvency administrator or the debtor, as applicable, shall within the cure period: (a) cure all defaults other than a default constituted by the opening of insolvency proceedings and agree to perform all future obligations, under the agreement and related transaction documents; or (b) give the creditor the opportunity to take possession of the railway rolling stock in accordance with the applicable law.</p>	<p>2. Upon the occurrence of an insolvency-related event, the insolvency administrator or the debtor, as applicable, shall within the cure period: (a) cure all defaults other than a default constituted by the opening of insolvency proceedings and agree to perform all future obligations, under the agreement and related transaction documents; or (b) give the creditor the opportunity to take possession of the agricultural, mining or construction equipment in accordance with the applicable law.</p>
		<p>3. Before the end of the cure period, the insolvency administrator or the debtor, as applicable, may apply to the court for an order suspending its obligation under sub-paragraph (b) of the preceding paragraph for a period commencing from the end of the cure period for such period ending not later than the expiration of the agreement or any renewal thereof, and on such terms as the court considers just (the "suspension period"). No such order shall be made unless the insolvency administrator or the debtor, as applicable, has undertaken to the court to pay all sums and perform all other obligations accruing to the creditor during the suspension period.</p>	<p>3. Before the end of the cure period, the insolvency administrator or the debtor, as applicable, may apply to the court for an order suspending its obligation under sub-paragraph (b) of the preceding paragraph for a period commencing from the end of the cure period for such period ending not later than the expiration of the agreement or any renewal thereof, and on such terms as the court considers just (the "suspension period"). No such order shall be made unless the insolvency administrator or the debtor, as applicable, has undertaken to the court to pay all sums and perform all other obligations accruing to the creditor during the suspension period.</p>
		<p>4. If an application is made to the court under the preceding paragraph, the railway rolling stock shall not be sold pending a decision by the court. If the application is not granted within such number of calendar days from the date of filing of the application for relief as is specified in a declaration made by the Contracting State in</p>	<p>4. If an application is made to the court under the preceding paragraph, the agricultural, mining or construction equipment shall not be sold pending a decision by the court. If the application is not granted within such number of calendar days from the date of filing of the application for relief as is specified in a declaration made by the</p>

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		which the application is made, the application will be deemed withdrawn unless the creditor and the insolvency administrator or the debtor, as applicable, otherwise agree.	Contracting State in which the application is made, the application will be deemed withdrawn unless the creditor and the insolvency administrator or the debtor, as applicable, otherwise agree.
		5. Unless and until the creditor is given the opportunity to take possession under paragraph 2: (a) the insolvency administrator or the debtor, as applicable, shall preserve the railway rolling stock and maintain it and its value in accordance with the agreement; and (b) the creditor shall be entitled to apply for any other forms of interim relief available under the applicable law.	5. Unless and until the creditor is given the opportunity to take possession under paragraph 2: (a) the insolvency administrator or the debtor, as applicable, shall preserve the agricultural, mining or construction equipment and maintain it and its value in accordance with the agreement; and (b) the creditor shall be entitled to apply for any other forms of interim relief available under the applicable law.
		6. Sub-paragraph (a) of the preceding paragraph shall not preclude the use of the railway rolling stock under arrangements designed to preserve and maintain it and its value.	6. Sub-paragraph (a) of the preceding paragraph shall not preclude the use of the agricultural, mining or construction equipment under arrangements designed to preserve and maintain it and its value.
		7. The insolvency administrator or the debtor, as applicable, may retain possession of the railway rolling stock where, during the cure period or any suspension period, it cures all defaults other than a default constituted by the opening of insolvency proceedings and agrees to perform all future obligations under the agreement and related transaction documents. A second cure period shall not apply in respect of a default in the performance of such future obligations.	7. The insolvency administrator or the debtor, as applicable, may retain possession of the agricultural, mining or construction equipment where, during the cure period or any suspension period, it cures all defaults other than a default constituted by the opening of insolvency proceedings and agrees to perform all future obligations under the agreement and related transaction documents. A second cure period shall not apply in respect of a default in the performance of such future obligations.
		8. Subject to paragraphs 3 and 4, no exercise of remedies permitted by the Convention may be prevented or delayed after the cure period.	8. Subject to paragraphs 3 and 4, no exercise of remedies permitted by the Convention may be prevented or delayed after the cure period.
		9. Subject to paragraphs 3 and 4, no obligations of the debtor under the agreement and related transactions may be modified in the insolvency proceedings without the consent of the creditor.	9. Subject to paragraphs 3 and 4, no obligations of the debtor under the agreement and related transactions may be modified in the insolvency proceedings without the consent of the creditor.
		10. Nothing in the preceding paragraph shall be construed to affect the authority, if any, of the insolvency administrator under the applicable law to terminate the agreement.	10. Nothing in the preceding paragraph shall be construed to affect the authority, if any, of the insolvency administrator under the applicable law to terminate the agreement.
		11. No rights or interests, except for non-consensual rights or interests of a category covered by a declaration pursuant to Article 39(1) of the Convention, shall have priority in the insolvency proceedings over registered interests.	11. No rights or interests, except for non-consensual rights or interests of a category covered by a declaration pursuant to Article 39(1) of the Convention, shall have priority in the insolvency proceedings over registered interests.

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		12. The Convention as modified by Articles VII and XXV of this Protocol shall apply to the exercise of any remedies under this Article.	12. The Convention as modified by Articles IX and XXVII of this Protocol shall apply to the exercise of any remedies under this Article.
		13. For the purposes of this Article, the “cure period” shall be the period, commencing with the date of the insolvency-related event, specified in a declaration of the Contracting State which is the primary insolvency jurisdiction.	13. For the purposes of this Article, the “cure period” shall be the period, commencing with the date of the insolvency-related event, specified in a declaration of the Contracting State which is the primary insolvency jurisdiction.
Article XII – Insolvency assistance	Article XII – Insolvency assistance	Article X – Insolvency assistance	Article XII – Insolvency assistance
1. This Article applies only where a Contracting State has made a declaration pursuant to Article XXX(1).	1. This Article applies only where a Contracting State has made a declaration pursuant to Article XXVI(1).	1. This Article applies only in a Contracting State which has made a declaration pursuant to Article XXVII.	1. This Article applies only in a Contracting State which has made a declaration pursuant to Article XXVIII.
2. The courts of a Contracting State in which an aircraft object is situated shall, in accordance with the law of the Contracting State, co-operate to the maximum extent possible with foreign courts and foreign insolvency administrators in carrying out the provisions of Article XI.	2. The courts of a Contracting State: (i) in which the space asset is situated; (ii) from which the space asset may be controlled; (iii) in which the debtor is located; or (iv) otherwise having a close connection with the space asset, shall [, in accordance with the law of the Contracting State,] co-operate to the maximum extent possible with foreign courts and foreign insolvency administrators in carrying out the provisions of Article XI.	2. The courts of a Contracting State in which railway rolling stock is situated shall, in accordance with the law of the Contracting State, co-operate to the maximum extent possible with foreign courts and foreign insolvency administrators in carrying out the provisions of Article IX, so far as applicable.	2. The courts of a Contracting State in which agricultural, mining or construction equipment is situated shall, in accordance with the law of the Contracting State, co-operate to the maximum extent possible with foreign courts and foreign insolvency administrators in carrying out the provisions of Article XI, so far as applicable.
Article XIII - De-registration and export request authorisation			
1. This Article applies only where a Contracting State has made a declaration pursuant to Article XXX(1).			
2. Where the debtor has issued an irrevocable de-registration and export request authorisation substantially in the form annexed to this Protocol and has submitted such authorisation for recordation to the registry authority, that authorisation shall be so recorded.			
3. The person in whose favour the authorisation has been issued (the “authorised party”) or its certified designee shall be the sole person entitled to exercise the remedies specified in Article IX(1) and may do so only in accordance with the authorisation and applicable aviation safety laws and regulations. Such authorisation may not be revoked by the debtor without the consent in writing of the authorised party. The registry authority shall remove an authorisation from the registry at the request of the authorised party.			
4. The registry authority and other administrative authorities in Contracting States shall expeditiously co-operate with and assist the			

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authorised party in the exercise of the remedies specified in Article IX.			
Article XIV - Modification of priority provisions	Article XIII – Modification of priority provisions		Article XIII – Modification of priority provisions
1. A buyer of an aircraft object under a registered sale acquires its interest in that object free from an interest subsequently registered and from an unregistered interest, even if the buyer has actual knowledge of the unregistered interest.	1. A buyer of a space asset under a registered sale acquires its interest in that asset free from an interest subsequently registered and from an unregistered interest, even if the buyer has actual knowledge of the unregistered interest.		1. A buyer of agricultural, mining or construction equipment under a registered sale acquires its interest in that equipment free from an interest subsequently registered and from an unregistered interest, even if the buyer has actual knowledge of the unregistered interest.
2. A buyer of an aircraft object acquires its interests in that object subject to an interest registered at the time of its acquisition.	2. A buyer of a space asset acquires its interest in that asset subject to an interest registered at the time of its acquisition.		2. A buyer of agricultural, mining or construction equipment acquires its interest in that equipment subject to an interest registered at the time of its acquisition.
3. Ownership of or another right or interest in an aircraft engine shall not be affected by its installation on or removal from an aircraft.			
4. Article 29(6) of the Convention applies to an item, other than an object, installed on an airframe, aircraft engine or helicopter.			
Article XV – Modification of assignment provisions	Article XIV – Modification of assignment provisions	Article XI – Modification of assignment provisions	Article XIV – Modification of assignment provisions
Article 33(1) of the Convention applies as if the following were added immediately after sub-paragraph (b): “(c) is consented to in writing by the debtor, whether or not the consent is given in advance of the assignment or identifies the assignee.”	Article 33(1) of the Convention applies with the following being added immediately after sub-paragraph (b): “and (c) the debtor has consented in writing, whether or not the consent is given in advance of the assignment or identifies the assignee.”	Article 33(1) of the Convention applies as if the following were added immediately after sub-paragraph (b): “and (c) the debtor has not been given prior notice in writing of an assignment in favour of another person”.	Article 33(1) of the Convention applies as if the following were added immediately after sub-paragraph (b): “and (c) the debtor has not been given prior notice in writing of an assignment in favour of another person”.
Article XVI – Debtor provisions	Article XV – Debtor provisions	Article XII – Debtor provisions	Article XV – Debtor provisions
1. In the absence of a default within the meaning of Article 11 of the Convention, the debtor shall be entitled to the quiet possession and use of the object in accordance with the agreement as against: (a) its creditor and the holder of any interest from which the debtor takes free pursuant to Article 29(4) of the Convention or Article XIV(1) of this Protocol, unless and to the extent that the debtor has otherwise agreed; and (b) the holder of any interest to which the debtor’s right or interest is subject pursuant to Article 29(4) of the Convention and Article XIV(1) of this Protocol, but only to the extent, if any, that such holder has agreed.	1. In the absence of a default within the meaning of Article 11 of the Convention, the debtor shall be entitled to the quiet possession and use of the space asset in accordance with the agreement as against: (a) its creditor and the holder of any interest from which the debtor takes free pursuant to Article 29(4)(b) of the Convention or, in the capacity of buyer, Article XIII(1) of this Protocol, unless and to the extent that the debtor has otherwise agreed; and (b) the holder of any interest to which the debtor’s right or interest is subject pursuant to Article 29(4)(a) of the Convention or, in the capacity of buyer, Article XIII(2) of this Protocol, but only to the extent, if any, that such holder has agreed.	1. In the absence of a default within the meaning of Article 11 of the Convention, the debtor shall be entitled to the quiet possession and use of the object in accordance with the agreement as against: (a) its creditor and the holder of any interest from which the debtor takes free pursuant to Article 29(4)(b) of the Convention unless and to the extent that the debtor has otherwise agreed; and (b) the holder of any interest to which the debtor’s right or interest is subject pursuant to Article 29(4)(a) of the Convention, but only to the extent, if any, that such holder has agreed.	1. In the absence of a default within the meaning of Article 11 of the Convention, the debtor shall be entitled to the quiet possession and use of the equipment in accordance with the agreement as against: (a) its creditor and the holder of any interest from which the debtor takes free pursuant to Article 29(4)(b) of the Convention unless and to the extent that the debtor has otherwise agreed; and (b) the holder of any interest to which the debtor’s right or interest is subject pursuant to Article 29(4)(a) of the Convention [and Article XIII(1) of the Protocol], but only to the extent, if any, that such holder has agreed.
2. Nothing in the Convention or this Protocol affects the liability of a creditor for any breach of	2. Nothing in the Convention or this Protocol affects the liability of a creditor for any breach of	2. Nothing in the Convention or this Protocol affects the liability of a creditor for any breach of	2. Nothing in the Convention or this Protocol affects the liability of a creditor for any breach of

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the agreement under the applicable law in so far as that agreement relates to an aircraft object.	the agreement under the applicable law in so far as that agreement relates to space assets.	the agreement under the applicable law in so far as that agreement relates to railway rolling stock.	the agreement under the applicable law in so far as that agreement relates to agricultural, mining or construction equipment
	Article XVI – Limitations on remedies		
	1. This Article applies only where a Contracting State has made a declaration pursuant to Article XXVI(1).		
	2. A Contracting State [, in accordance with its laws and regulations,] may restrict or attach conditions to the exercise of the remedies provided in Chapter III of the Convention and Chapter II of this Protocol, including the placement of data and materials pursuant to Article IX <i>bis</i> , where the exercise of such remedies would involve or require the transfer of controlled goods, technology, data or services, or would involve the transfer or assignment of related rights.		
	[3. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to this Protocol, declare whether and to which extent the remedies provided in Chapter III of the Convention and in Articles IX to XII of this Protocol shall be exercisable for space assets as far as they are used for establishing or maintaining its public services as specified in its declaration or determined by a competent authority of that State notified to the Depository.]		
	[3. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to this Protocol, declare any limitations to the exercise of remedies provided in Chapter III of the Convention and in Articles IX to XII of this Protocol with respect to space assets designed and used for flight control and navigation of aircraft, maritime navigation, search and rescue and similar public services as specified in its declaration or determined by a competent authority of that State notified to the Depository.]		
Chapter III – Registry Provisions Relating To International Interests In Aircraft Objects	Chapter III – Registry Provisions Relating To International Interests In Space Assets		Chapter III – Registry Provisions Relating To Agricultural, Mining and Construction Equipment
Article XVII – The Supervisory Authority and the Registrar	Article XVII – The Supervisory Authority	Article XIII – The Supervisory Authority and the Registrar	Article XVI – The Supervisory Authority and the Registrar
1. The Supervisory Authority shall be the international entity designated by a Resolution adopted by the Diplomatic Conference to Adopt a	1. The Supervisory Authority shall be designated at the Diplomatic Conference to Adopt a Space Assets Protocol to the Cape Town Convention,	1. The Supervisory Authority shall be a <u>body consisting</u> council of representatives, one representative to be appointed by each State	1. The Supervisory Authority shall be designated at the Diplomatic Conference to Adopt an Agricultural, Mining and Construction Equipment

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Mobile Equipment Convention and an Aircraft Protocol.	provided that such Supervisory Authority is able and willing to act in such capacity.	Party.	Protocol to the Cape Town Convention.
		2. The Intergovernmental Organisation for International Carriage by Rail shall be the Secretariat of the Supervisory Authority and shall assist the Supervisory Authority in the performance of its functions.	
2. Where the international entity referred to in the preceding paragraph is not able and willing to act as Supervisory Authority, a Conference of Signatory and Contracting States shall be convened to designate another Supervisory Authority.			
3. The Supervisory Authority and its officers and employees shall enjoy such immunity from legal and administrative process as is provided under the rules applicable to them as an international entity or otherwise.	2. The Supervisory Authority and its officers and employees shall enjoy such immunity from legal and administrative process as is provided under the rules applicable to them as an international entity or otherwise.	3. <u>The Secretariat shall have legal personality where not already possessing such personality, and shall enjoy, in relation to its functions under the Convention and this Protocol, the same exemptions and immunities as are provided to the Supervisory Authority under Article 27(3) of the Convention and to the International Registry under Article 27(4) of the Convention.</u>	2. The Supervisory Authority and its officers and employees shall enjoy such immunity from legal and administrative process as is provided under the rules applicable to them as an international entity or otherwise.
4. The Supervisory Authority may establish a commission of experts, from among persons nominated by Signatory and Contracting States and having the necessary qualifications and experience, and entrust it with the task of assisting the Supervisory Authority in the discharge of its functions.	3. The Supervisory Authority may establish a commission of experts, from among persons nominated by Signatory and Contracting States and having the necessary qualifications and experience, and entrust it with the task of assisting the Supervisory Authority in the discharge of its functions.		3. The Supervisory Authority may establish a commission of experts, from among persons nominated by Signatory and Contracting States and having the necessary qualifications and experience, and entrust it with the task of assisting the Supervisory Authority in the discharge of its functions.
		4. A decision of the Supervisory Authority that affects only the interests of a State Party or a group of States Parties shall be made if such State Party or the majority of the group of States Parties also votes in favour of the decision. A decision that could adversely affect the interests of a State Party or a group of States Parties shall have effect in such State Party or group of States Parties if such State Party or the majority of the group of States Parties also votes in favour of the decision.	
5. The first Registrar shall operate the International Registry for a period of five years from the date of entry into force of this Protocol. Thereafter, the Registrar shall be appointed or reappointed at regular five-yearly intervals by the Supervisory Authority.		5. The first Registrar shall be appointed for a period not exceeding [10] years. Thereafter, the Registrar shall be appointed or re-appointed for successive periods each not exceeding [10] years.	4. The first Registrar shall operate the International Registry for a period of five years from the date of entry into force of this Protocol. Thereafter, the Registrar shall be appointed or reappointed at regular five-yearly intervals by the Supervisory Authority.

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Article XVIII – First regulations	Article XVIII – First regulations	Article XIV – First regulations	Article XVII – First regulations
The first regulations shall be made by the Supervisory Authority so as to take effect on the entry into force of this Protocol.	The first regulations shall be made by the Supervisory Authority so as to take effect on the entry into force of this Protocol.	The first regulations shall be made by the Supervisory Authority no later than [three months] prior to the entry into force of this Protocol and shall be made so as to take effect upon the entry into force of this Protocol. Prior to issuing regulations, the Supervisory Authority shall publish draft regulations in good time for review and comment and thereafter consult with representatives of manufacturers, operators and financiers thereon.	The first regulations shall be made by the Supervisory Authority so as to take effect on the entry into force of this Protocol.
ARTICLE XIX - DESIGNATED ENTRY POINTS		ARTICLE XIV - DESIGNATED ENTRY POINTS	ARTICLE XVIII - DESIGNATED ENTRY POINTS
1. Subject to paragraph 2, a Contracting State may at any time designate an entity or entities in its territory as the entry point or entry points through which there shall or may be transmitted to the International Registry information required for registration other than registration of a notice of a national interest or a right or interest under Article 40 in either case arising under the laws of another State.		A Contracting State may at any time designate an entity or entities as the entry point or entry points through which there may be transmitted to the International Registry information required for registration other than registration of a notice of a national interest or of a right or interest under Article 40 of the Convention in either case arising under laws of another State. Such designation may permit but shall not compel the use of such designated entry point. The various entry points shall be operated at least during working hours in their respective territories.	A Contracting State may at any time designate an entity or entities as the entry point or entry points through which there may be transmitted to the International Registry information required for registration other than registration of a notice of a national interest or of a right or interest under Article 40 of the Convention in either case arising under laws of another State. Such designation may permit but shall not compel the use of such designated entry point. The various entry points shall be operated at least during working hours in their respective territories.
2. A designation made under paragraph 1 may permit, but not compel, use of a designated entry point or entry points for information required for registrations in respect of aircraft engines.			
		ARTICLE XV - ACCESS TO REGISTRY	ARTICLE XIX - ACCESS TO REGISTRY
		The centralised functions of the International Registry shall be operated and administered by the Registrar on a 24-hour basis.	The centralised functions of the International Registry shall be operated and administered by the Registrar on a 24-hour basis.
Article XX – Additional modifications to Registry provisions	Article XIX – Additional modifications to Registry provisions	Article XVII – Additional modifications to Registry provisions	Article XX – Additional modifications to Registry provisions
1. For the purposes of Article 19(6) of the Convention, the search criterion for an aircraft object shall be the name of its manufacturer, its manufacturer's serial number and its model designation, supplemented as necessary to ensure uniqueness. Such supplementary information shall be specified in the regulations.	1. For the purposes of Article 19(6) of the Convention, the search criteria for space assets shall be the criteria specified in Article VII of this Protocol.	1. For the purposes of Article 19(6) of the Convention, the search criteria at the International Registry shall be established by regulations of the Supervisory Authority.	1. For the purposes of Article 19(6) of the Convention, the search criteria at the International Registry shall be established by regulations of the Supervisory Authority.
2. For the purposes of Article 25(2) of the Convention and in the circumstances there described, the holder of a registered prospective international interest or a registered prospective	2. For the purposes of Article 25(2) of the Convention, and in the circumstances there described, the holder of a registered prospective international interest or a registered prospective	2. For the purposes of Article 25(2) of the Convention, and in the circumstances there described, the holder of a registered prospective international interest or a registered prospective	2. For the purposes of Article 25(2) of the Convention, and in the circumstances there described, the holder of a registered prospective international interest or a registered prospective

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assignment of an international interest shall take such steps as are within its power to procure the discharge of the registration no later than five working days after the receipt of the demand described in such paragraph.	assignment of an international interest shall take such steps as are within its power to procure the discharge of the registration no later than five working days after the receipt of the demand described in such paragraph.	assignment of an international interest shall take such steps as are within its power to procure the discharge of the registration no later than 10 calendar days after the receipt of the demand described in such paragraph.	assignment of an international interest shall take such steps as are within its power to procure the discharge of the registration no later than [X] calendar days after the receipt of the demand described in such paragraph.
		3. Where a subordination has been registered and the obligations of the debtor to the beneficiary of the subordination have been discharged, the beneficiary shall procure the discharge of the registration no later than 10 calendar days after written demand by the subordinated party delivered to or received at the beneficiary's address stated in the registration.	
3. The fees referred to in Article 17(2)(h) of the Convention shall be determined so as to recover the reasonable costs of establishing, operating and regulating the International Registry and the reasonable costs of the Supervisory Authority associated with the performance of the functions, exercise of the powers, and discharge of the duties contemplated by Article 17(2) of the Convention.	3. The fees referred to in Article 17(2)(h) of the Convention shall be determined so as to recover the reasonable costs of establishing, operating and regulating the International Registry and the reasonable costs of the Supervisory Authority associated with the performance of the functions, exercise of the powers and discharge of the duties contemplated by Article 17(2) of the Convention.	<i>Article XVIII - International Registry fees</i> 1. By way of modification of Article 17(2)(h) of the Convention, the Registrar shall, subject to the approval of the Supervisory Authority, set and may from time to time amend the fees to be paid in connection with registrations, filings, and searches and other services the International Registry may provide, in accordance with its regulations.	3. The fees referred to in Article 17(2)(h) of the Convention shall be determined so as to recover the reasonable costs of establishing, operating and regulating the International Registry and the reasonable costs of the Supervisory Authority associated with the performance of the functions, exercise of the powers and discharge of the duties contemplated by Article 17(2) of the Convention.
		2. The fees referred to in the preceding paragraph shall be determined so as to recover the <u>reasonable</u> costs of establishing and implementing (amortised over [10] years), and operating the International Registry as well as the reasonable costs of the Supervisory Authority and its Secretariat associated with the performance of the functions, exercise of the powers, and discharge of the duties contemplated by Article 17(2) of the Convention provided that nothing herein shall preclude the service provider operating for profit.	
		3. The fees referred to in paragraph 1 may be amended by the Registrar taking into account changed economic conditions provided that any increase of the fees by more than [10] per cent shall require the approval of the Supervisory Authority.	
4. The centralised functions of the International Registry shall be operated and administered by the Registrar on a twenty-four hour basis. The various entry points shall be operated at least during working hours in their respective territories.	4. The centralised functions of the International Registry shall be operated and administered by the Registrar on a twenty-four hour basis.		4. The centralised functions of the International Registry shall be operated and administered by the Registrar on a twenty-four hour basis.
5. The amount of the insurance or financial guarantee referred to in Article 28(4) of the Convention shall, in respect of each event, not be less than the maximum value of an aircraft object	5. The insurance or financial guarantee referred to in Article 28(4) shall cover all liability of the Registrar under the Convention.	4. The amount of the insurance or financial guarantee referred to in Article 28(4) of the Convention shall, in respect of each event, be not less than the amount maximum value of [an	5. The insurance or financial guarantee referred to in Article 28(4) shall cover all liability of the Registrar under the Convention.

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as determined by the Supervisory Authority.		item of] railway rolling stock as determined by the Supervisory Authority to be appropriate, having regard to [...].	
6. Nothing in the Convention shall preclude the Registrar from procuring insurance or a financial guarantee covering events for which the Registrar is not liable under Article 28 of the Convention.	6. Nothing in the Convention shall preclude the Registrar from procuring insurance or a financial guarantee covering events for which the Registrar is not liable under Article 28 of the Convention.	5. Nothing in the Convention shall preclude the Registrar from procuring insurance or a financial guarantee covering events for which the Registrar is not liable under Article 28 of the Convention.	6. Nothing in the Convention shall preclude the Registrar from procuring insurance or a financial guarantee covering events for which the Registrar is not liable under Article 28 of the Convention.
Chapter IV – Jurisdiction	Chapter IV – Jurisdiction		
Article XXI - Modification of jurisdiction provisions			
For the purposes of Article 43 of the Convention and subject to Article 42 of the Convention, a court of a Contracting State also has jurisdiction where the object is a helicopter, or an airframe pertaining to an aircraft, for which that State is the State of registry.			
Article XXII – Waivers of sovereign immunity	Article XX – Waiver of sovereign immunity	Article XIX – Waivers of sovereign immunity	Article XXI – Waivers of sovereign immunity
1. Subject to paragraph 2, a waiver of sovereign immunity from jurisdiction of the courts specified in Article 42 or Article 43 of the Convention or relating to enforcement of rights and interests relating to an aircraft object under the Convention shall be binding and, if the other conditions to such jurisdiction or enforcement have been satisfied, shall be effective to confer jurisdiction and permit enforcement, as the case may be.	1. Subject to paragraph 2, a waiver of sovereign immunity from jurisdiction of the courts specified in Article 42 or Article 43 of the Convention or relating to enforcement of rights and interests relating to a space asset under the Convention shall be binding and, if the other conditions to such jurisdiction or enforcement have been satisfied, shall be effective to confer jurisdiction and permit enforcement, as the case may be.	1. Subject to paragraph 2, a waiver of sovereign immunity from jurisdiction of the courts specified in Article 42 or Article 43 of the Convention or relating to enforcement of rights and interests relating to railway rolling stock under the Convention shall be binding and, if the other conditions to such jurisdiction or enforcement have been satisfied, shall be effective to confer jurisdiction and permit enforcement, as the case may be.	1. Subject to paragraph 2, a waiver of sovereign immunity from jurisdiction of the courts specified in Article 42 or Article 43 of the Convention or relating to enforcement of rights and interests relating to agricultural, mining or construction equipment under the Convention shall be binding and, if the other conditions to such jurisdiction or enforcement have been satisfied, shall be effective to confer jurisdiction and permit enforcement, as the case may be.
2. A waiver under the preceding paragraph must be in writing and contain a description of the aircraft object.	2. A waiver under the preceding paragraph must be in writing and contain a description, in accordance with Article VII, of the space asset.	2. A waiver under the preceding paragraph must be in writing and contain a description of the railway rolling stock as specified in Article V of this Protocol.	2. A waiver under the preceding paragraph must be in writing and contain a description of the agricultural, mining or construction equipment as specified in Article V of this Protocol.
1. CHAPTER V - RELATIONSHIP WITH OTHER CONVENTIONS	Chapter V - Relationship With Other Conventions	Chapter V - Relationship With Other Conventions	Chapter V - Relationship With Other Conventions
			2. ARTICLE XXII – PRECEDENCE OF PROTOCOL
		The Convention and this Protocol shall, for Contracting States which are parties to them, in the event of any conflict, take precedence over (a) the Rome Convention on the Law Applicable to Contractual Obligations 1980; (b) the Brussels Convention on Jurisdiction and the Enforcement of Judgements in Civil and Commercial Matters 1968 (as amended from time to time); (c) the Lugano Convention on Jurisdiction and the Enforcement of Judgements in Civil and	The Convention and this Protocol shall, for Contracting States which are parties to them, in the event of any conflict, take precedence over (a) the Rome Convention on the Law Applicable to Contractual Obligations 1980; (b) the Brussels Convention on Jurisdiction and the Enforcement of Judgements in Civil and Commercial Matters 1968 (as amended from time to time); (c) the Lugano Convention on Jurisdiction and the Enforcement of Judgements in Civil and

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		<p>Commercial Matters 1988; (d) the Inter-American Convention on the Law Applicable to International Contracts 1994; (e) the Convention Concerning International Carriage by Rail 1980 as modified by the Protocol of modification of 3 June 1999; (f) the UNIDROIT Convention on International Factoring 1988; (g) the UNIDROIT Convention on International Financial Leasing 1988; [(h) the Hague Convention on Jurisdiction and the Enforcement of Judgements in Civil and Commercial Matters 2002; and] [(i) the European Union Council regulation (EC) No 1346/2000 of 29 May 2000 on insolvency proceedings and the European Union Council regulation (EC) No 44/2001 of 22 December 2000 on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters.] as they relate to railway rolling stock, to the extent that that convention [or regulation] is in force among them and that the terms of that convention [or regulation] are inconsistent with the provisions of the Convention or of this Protocol.</p>	<p>Commercial Matters 1988; (d) the Inter-American Convention on the Law Applicable to International Contracts 1994; (e) the UNIDROIT Convention on International Factoring 1988; (f) the UNIDROIT Convention on International Financial Leasing 1988; [(g) the Hague Convention on Jurisdiction and the Enforcement of Judgements in Civil and Commercial Matters 2002; and] [(h) the European Union Council regulation (EC) No 1346/2000 of 29 May 2000 on insolvency proceedings and the European Union Council regulation (EC) No 44/2001 of 22 December 2000 on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters.] as they relate to agricultural, mining and construction equipment, to the extent that that convention [or regulation] is in force among them and that the terms of that convention [or regulation] are inconsistent with the provisions of the Convention or of this Protocol.</p>
<p>Article XXIII - Relationship with the Convention on the International Recognition of Rights in Aircraft</p>			
<p>The Convention shall, for a Contracting State that is a party to the <i>Convention on the International Recognition of Rights in Aircraft</i>, signed at Geneva on 19 June 1948, supersede that Convention as it relates to aircraft, as defined in this Protocol, and to aircraft objects. However, with respect to rights or interests not covered or affected by the present Convention, the Geneva Convention shall not be superseded.</p>			
<p>Article XXIV - Relationship with the Convention for the Unification of Certain Rules Relating to the Precautionary Attachment of Aircraft</p>			
<p>1. The Convention shall, for a Contracting State that is a Party to the <i>Convention for the Unification of Certain Rules Relating to the Precautionary Attachment of Aircraft</i>, signed at Rome on 29 May 1933, supersede that Convention as it relates to aircraft, as defined in this Protocol.</p>			

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2. A Contracting State Party to the above Convention may declare, at the time of ratification, acceptance, approval of, or accession to this Protocol, that it will not apply this Article.			
Article XXV – Relationship with the UNIDROIT Convention on International Financial Leasing	Article XXI – Relationship with the UNIDROIT Convention on International Financial Leasing		Article XXIII – Relationship with the UNIDROIT Convention on International Financial Leasing
The Convention shall supersede the <i>UNIDROIT Convention on International Financial Leasing</i> as it relates to aircraft objects.	The Convention as applied to space assets shall supersede the <i>UNIDROIT Convention on International Financial Leasing</i> in respect of the subject matter of this Protocol, as between States Parties to both Conventions.		The Convention as applied to agricultural, mining and construction equipment shall supersede the <i>UNIDROIT Convention on International Financial Leasing</i> in respect of the subject matter of this Protocol, as between States Parties to both Conventions.
	[Article XXI bis – Relationship with the United Nations Outer Space Treaties and instruments of the International Telecommunication Union		
	The Convention as applied to space assets does not affect State Party rights and obligations under the existing United Nations Outer Space Treaties or instruments of the International Telecommunication Union.]		
Chapter VI – Final Provisions	[Chapter VI – Final Provisions	Chapter VI – Final Provisions	Chapter VI – Final Provisions
Article XXVI – Signature, ratification, acceptance, approval or accession	Article XXII – Signature, ratification, acceptance, approval or accession	Article XXII – Signature, ratification, acceptance, approval or accession	Article XXIV – Signature, ratification, acceptance, approval or accession
1. This Protocol shall be open for signature in Cape Town on 16 November 2001 by States participating in the Diplomatic Conference to Adopt a Mobile Equipment Convention and an Aircraft Protocol held at Cape Town from 29 October to 16 November 2001. After 16 November 2001, the Protocol shall be open to all States for signature at the Headquarters of the International Institute for the Unification of Private Law (UNIDROIT) in Rome until it enters into force in accordance with Article XXVIII.	1. This Protocol shall be open for signature in ... on ... by States participating in the Diplomatic Conference to Adopt a Space Assets Protocol to the Cape Town Convention held at ... from ... to After ..., this Protocol shall be open to all States for signature at ... until it enters into force in accordance with Article XXIV.	1. This Protocol shall be open for signature in _____ on _____ by States participating in the Diplomatic Conference to Adopt a Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Railway Rolling Stock held at _____ from _____ to _____. After , this Protocol shall be open to all States for signature at the Headquarters of the International Institute for the Unification of Private Law (UNIDROIT) in Rome until it enters into force in accordance with Article XXIII.	1. This Protocol shall be open for signature in _____ on _____ by States participating in the Diplomatic Conference to Adopt a Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Agricultural, Mining and Construction equipment held at _____ from _____ to _____. After , this Protocol shall be open to all States for signature at the Headquarters of the International Institute for the Unification of Private Law (UNIDROIT) in Rome until it enters into force in accordance with Article XXVI.
2. This Protocol shall be subject to ratification, acceptance or approval by States which have signed it.	2. This Protocol shall be subject to ratification, acceptance or approval by States which have signed it.	2. This Protocol shall be subject to ratification, acceptance or approval by States which have signed it.	2. This Protocol shall be subject to ratification, acceptance or approval by States which have signed it.
3. Any State which does not sign this Protocol may accede to it at any time.	3. Any State which does not sign this Protocol may accede to it at any time.	3. Any State which does not sign this Protocol may accede to it at any time.	3. Any State which does not sign this Protocol may accede to it at any time.
4. Ratification, acceptance, approval or accession is effected by the deposit of a formal instrument to that effect with the Depositary.	4. Ratification, acceptance, approval or accession is effected by the deposit of a formal instrument to that effect with the Depositary.	4. Ratification, acceptance, approval or accession is effected by the deposit of a formal instrument to that effect with the Depositary.	4. Ratification, acceptance, approval or accession is effected by the deposit of a formal instrument to that effect with the Depositary.
5. A State may not become a Party to this Protocol unless it also is or becomes a Party to the Convention.	5. A State may not become a Party to this Protocol unless it is or becomes also a Party to the Convention	5. A State may not become a Party to this Protocol unless it is or becomes also a Party to the Convention.	5. A State may not become a Party to this Protocol unless it is or becomes also a Party to the Convention.

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Article XXVII – Regional Economic Integration Organisations	Article XXIII – Regional Economic Integration Organisations	Article XXII – Regional Economic Integration Organisations	Article XXV – Regional Economic Integration Organisations
1. A Regional Economic Integration Organisation which is constituted by sovereign States and has competence over certain matters governed by this Protocol may similarly sign, accept, approve or accede to this Protocol. The Regional Economic Integration Organisation shall in that case have the rights and obligations of a Contracting State, to the extent that that Organisation has competence over matters governed by this Protocol. Where the number of Contracting States is relevant in this Protocol, the Regional Economic Integration Organisation shall not count as a Contracting State in addition to its Member States which are Contracting States.	1. A Regional Economic Integration Organisation which is constituted by sovereign States and has competence over certain matters governed by this Protocol may similarly sign, accept, approve or accede to this Protocol. The Regional Economic Integration Organisation shall in that case have the rights and obligations of a Contracting State, to the extent that that Organisation has competence over matters governed by this Protocol. Where the number of Contracting States is relevant in this Protocol, the Regional Economic Integration Organisation shall not count as a Contracting State in addition to its Member States which are Contracting States.	1. A Regional Economic Integration Organisation which is constituted by sovereign States and has competence over certain matters governed by this Protocol may similarly sign, accept, approve or accede to this Protocol. The Regional Economic Integration Organisation shall in that case have the rights and obligations of a Contracting State, to the extent that that Organisation has competence over matters governed by this Protocol. Where the number of Contracting States is relevant in this Protocol, the Regional Economic Integration Organisation shall not count as a Contracting State in addition to its Member States which are Contracting States.	1. A Regional Economic Integration Organisation which is constituted by sovereign States and has competence over certain matters governed by this Protocol may similarly sign, accept, approve or accede to this Protocol. The Regional Economic Integration Organisation shall in that case have the rights and obligations of a Contracting State, to the extent that that Organisation has competence over matters governed by this Protocol. Where the number of Contracting States is relevant in this Protocol, the Regional Economic Integration Organisation shall not count as a Contracting State in addition to its Member States which are Contracting States.
2. The Regional Economic Integration Organisation shall, at the time of signature, acceptance, approval or accession, make a declaration to the Depositary specifying the matters governed by this Protocol in respect of which competence has been transferred to that Organisation by its Member States. The Regional Economic Integration Organisation shall promptly notify the Depositary of any changes to the distribution of competence, including new transfers of competence, specified in the declaration under this paragraph.	2. The Regional Economic Integration Organisation shall, at the time of signature, acceptance, approval or accession, make a declaration to the Depositary specifying the matters governed by this Protocol in respect of which competence has been transferred to that Organisation by its Member States. The Regional Economic Integration Organisation shall promptly notify the Depositary of any changes to the distribution of competence, including new transfers of competence, specified in the declaration under this paragraph.	2. The Regional Economic Integration Organisation shall, at the time of signature, acceptance, approval or accession, make a declaration to the Depositary specifying the matters governed by this Protocol in respect of which competence has been transferred to that Organisation by its Member States. The Regional Economic Integration Organisation shall promptly notify the Depositary of any changes to the distribution of competence, including new transfers of competence, specified in the declaration under this paragraph.	2. The Regional Economic Integration Organisation shall, at the time of signature, acceptance, approval or accession, make a declaration to the Depositary specifying the matters governed by this Protocol in respect of which competence has been transferred to that Organisation by its Member States. The Regional Economic Integration Organisation shall promptly notify the Depositary of any changes to the distribution of competence, including new transfers of competence, specified in the declaration under this paragraph.
3. Any reference to a “Contracting State” or “Contracting States” or “State Party” or “States Parties” in this Protocol applies equally to a Regional Economic Integration Organisation where the context so requires.	3. Any reference to a “Contracting State” or “Contracting States” or “State Party” or “States Parties” in this Protocol applies equally to a Regional Economic Integration Organisation where the context so requires.	3. Any reference to a “Contracting State” or “Contracting States” or “State Party” or “States Parties” in this Protocol applies equally to a Regional Economic Integration Organisation where the context so requires.	3. Any reference to a “Contracting State” or “Contracting States” or “State Party” or “States Parties” in this Protocol applies equally to a Regional Economic Integration Organisation where the context so requires.
Article XXVIII – Entry into force	Article XXIV – Entry into force	Article XXIII – Entry into force	Article XXVI – Entry into force
1. This Protocol enters into force on the first day of the month following the expiration of three months after the date of the deposit of the eighth instrument of ratification, acceptance, approval or accession, between the States which have deposited such instruments.	1. This Protocol enters into force on the first day of the month following the expiration of three months after the date of the deposit of the [fifth] instrument of ratification, acceptance, approval or accession, between the States which have deposited such instruments.	1. This Protocol enters into force on the first day of the month following the expiration of three months after the date of the deposit of the [third] instrument of ratification, acceptance, approval or accession, between the States which have deposited such instruments.	1. This Protocol enters into force on the first day of the month following the expiration of three months after the date of the deposit of the [third] instrument of ratification, acceptance, approval or accession, between the States which have deposited such instruments.
2. For other States this Protocol enters into force on the first day of the month following the expiration of three months after the date of the deposit of its instrument of ratification, acceptance, approval or accession.	2. For other States, this Protocol enters into force on the first day of the month following the expiration of three months after the date of the deposit of their instrument of ratification, acceptance, approval or accession.	2. For other States this Protocol enters into force on the first day of the month following the expiration of three months after the date of the deposit of its instrument of ratification, acceptance, approval or accession.	2. For other States this Protocol enters into force on the first day of the month following the expiration of three months after the date of the deposit of its instrument of ratification, acceptance, approval or accession.
Article XXIX – Territorial units	Article XXV – Territorial units	Article XXIV – Territorial units	Article XXVII – Territorial units
1. If a Contracting State has territorial units in	1. If a Contracting State has territorial units in	1. If a Contracting State has territorial units in	1. If a Contracting State has territorial units in

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which different systems of law are applicable in relation to the matters dealt with in this Protocol, it may, at the time of ratification, acceptance, approval or accession, declare that this Protocol is to extend to all its territorial units or only to one or more of them and may modify its declaration by submitting another declaration at any time.	which different systems of law are applicable in relation to the matters dealt with in this Protocol, it may, at the time of ratification, acceptance, approval or accession, declare that this Protocol is to extend to all its territorial units or only to one or more of them and may modify its declaration by submitting another declaration at any time.	which different systems of law are applicable in relation to the matters dealt with in this Protocol, it may, at the time of ratification, acceptance, approval or accession, declare that this Protocol is to extend to all its territorial units or only to one or more of them, and may modify its declaration by submitting another declaration at any time.	which different systems of law are applicable in relation to the matters dealt with in this Protocol, it may, at the time of ratification, acceptance, approval or accession, declare that this Protocol is to extend to all its territorial units or only to one or more of them, and may modify its declaration by submitting another declaration at any time.
2. Any such declaration shall state expressly the territorial units to which this Protocol applies	2. Any such declaration shall state expressly the territorial units to which this Protocol applies.	2. Any such declarations are to be notified to the Depositary and shall state expressly the territorial units to which this Protocol applies.	2. Any such declarations are to be notified to the Depositary and shall state expressly the territorial units to which this Protocol applies.
3. If a Contracting State has not made any declaration under paragraph 1, this Protocol shall apply to all territorial units of that State.	3. If a Contracting State has not made any declaration under paragraph 1, this Protocol shall apply to all territorial units of that State.	3. If a Contracting State has not made any declaration under paragraph 1, this Protocol shall apply to all territorial units of that State.	3. If a Contracting State has not made any declaration under paragraph 1, this Protocol shall apply to all territorial units of that State.
4. Where a Contracting State extends this Protocol to one or more of its territorial units, declarations permitted under this Protocol may be made in respect of each such territorial unit, and the declarations made in respect of one territorial unit may be different from those made in respect of another territorial unit.	4. Where a Contracting State extends this Protocol to one or more of its territorial units, declarations permitted under this Protocol may be made in respect of each such territorial unit, and the declarations made in respect of one territorial unit may be different from those made in respect of another territorial unit.	4. Where a Contracting State extends this Protocol to one or more of its territorial units, declarations permitted under this Protocol may be made in respect of each such territorial unit, and the declarations made in respect of one territorial unit may be different from those made in respect of another territorial unit.	4. Where a Contracting State extends this Protocol to one or more of its territorial units, declarations permitted under this Protocol may be made in respect of each such territorial unit, and the declarations made in respect of one territorial unit may be different from those made in respect of another territorial unit.
5. If, by virtue of a declaration under paragraph 1, this Protocol extends to one or more territorial units of a Contracting State: (a) the debtor is considered to be situated in a Contracting State only if it is incorporated or formed under a law in force in a territorial unit to which the Convention and this Protocol apply or if it has its registered office or statutory seat, centre of administration, place of business or habitual residence in a territorial unit to which the Convention and this Protocol apply; (b) any reference to the situation of the object in a Contracting State refers to the situation of the object in a territorial unit to which the Convention and this Protocol apply; and (c) any reference to the administrative authorities in that Contracting State shall be construed as a reference to the administrative authorities having jurisdiction in a territorial unit to which the Convention and this Protocol apply and any reference to the national register or to the registry authority in that Contracting State shall be construed as a reference to the aircraft register or registers in force or to the registry authority having jurisdiction in the territorial unit or units to which the Convention and this Protocol apply.	5. If by virtue of a declaration under paragraph 1, this Protocol extends to one or more territorial units of a Contracting State: (a) the debtor is considered to be situated in a Contracting State only if it is incorporated or formed under a law in force in a territorial unit to which the Convention and this Protocol apply or if it has its registered office or statutory seat, centre of administration, place of business or habitual residence in a territorial unit to which the Convention and this Protocol apply; (b) any reference to the location of the space asset in a Contracting State refers to the location of the space asset in a territorial unit to which the Convention and this Protocol apply; and (c) any reference to the administrative authorities in that Contracting State shall be construed as referring to the administrative authorities having jurisdiction in a territorial unit to which the Convention and this Protocol apply.	5. If by virtue of a declaration under paragraph 1, this Protocol extends to one or more territorial units of a Contracting State: (a) the debtor is considered to be situated in a Contracting State only if it is incorporated or formed under a law in force in a territorial unit to which the Convention and this Protocol apply or if it has its registered office or statutory seat, centre of administration, place of business or habitual residence in a territorial unit to which the Convention and this Protocol apply; (b) any reference to the location of the object in a Contracting State refers to the location of the object in a territorial unit to which the Convention and this Protocol apply; and (c) any reference to the administrative authorities in that Contracting State shall be construed as referring to the administrative authorities having jurisdiction in a territorial unit to which the Convention and this Protocol apply.	5. If by virtue of a declaration under paragraph 1, this Protocol extends to one or more territorial units of a Contracting State: (a) the debtor is considered to be situated in a Contracting State only if it is incorporated or formed under a law in force in a territorial unit to which the Convention and this Protocol apply or if it has its registered office or statutory seat, centre of administration, place of business or habitual residence in a territorial unit to which the Convention and this Protocol apply; (b) any reference to the location of the object in a Contracting State refers to the location of the object in a territorial unit to which the Convention and this Protocol apply; and (c) any reference to the administrative authorities in that Contracting State shall be construed as referring to the administrative authorities having jurisdiction in a territorial unit to which the Convention and this Protocol apply.
		Article XXV - Public service rolling stock	
		A Contracting State may, at the time of ratification, acceptance, approval of, or accession	

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		<p>to this Protocol, declare which and to what extent the following sub-paragraphs shall apply to such Contracting State:</p> <p>(a) the remedies provided in [Chapter III of the Convention and Articles VII to X of this Protocol] shall not be exercisable within its territory in relation to the public service rolling stock specified in its declaration or determined by a competent authority of that State notified to the Depositary;</p> <p>(b) the remedies provided in [Chapter III of the Convention and Articles VII to X of this Protocol] shall not be exercisable within its territory in relation to railway rolling stock as far as it is used for the purpose of providing a service of public importance as specified in its declaration or determined by a competent authority of that State notified to the Depositary;</p> <p>(c) the Contracting State making a declaration under either of the preceding sub-paragraphs shall take into consideration the protection of the interests of the creditor.</p>	
		ARTICLE XXVI - TRANSITIONAL PROVISIONS	
		<p>In relation to railway rolling stock Article 60 of the Convention shall be modified as follows:</p> <p>(a) in paragraph 2(a), after “situated” insert “at the time the right or interest is created or arises”;</p> <p>(b) replace paragraph 3 with the following:</p> <p>“3. A Contracting State may in its declaration under paragraph 1 specify a date, not earlier than three years after the date on which the declaration becomes effective, when Articles 29, 35 and 36 of this Convention as modified or supplemented by the Protocol will become applicable, to the extent and in the manner specified in the declaration, to pre-existing rights or interests arising under an agreement made at a time when the debtor was situated in that State. Any priority of the right or interest under the law of that State, so far as applicable, shall continue if the right or interest is registered in the International Registry before the expiration of the period specified in the declaration, whether or not any other right or interest has previously been registered.”</p>	
Article XXX – Declarations relating to certain provisions	Article XXVI – Declarations relating to certain provisions	Article XXVII – Declarations relating to certain provisions	Article XXVIII – Declarations relating to certain provisions

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1. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to this Protocol, declare that it will apply any one or more of Articles VIII, XII and XIII of this Protocol.	1. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to this Protocol, declare: (a) that it will not apply Article VIII; (b) that it will apply any one or both of Articles XII and XVI.	1. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to this Protocol, declare that it will apply either or both of Articles VI and X of this Protocol.	1. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to this Protocol, declare that it will apply either or both] of Articles VIII and XII of this Protocol. ["Any one or more" if decide to include also Article XIII of the Aircraft Protocol]
	2. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to this Protocol, declare that it will apply Article IX [wholly or in part].		
2. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to this Protocol, declare that it will apply Article X of this Protocol, wholly or in part. If it so declares with respect to Article X(2), it shall specify the time-period required thereby.	3. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to this Protocol, declare that it will apply Article X wholly or in part. If it so declares with respect to Article X(2), it shall specify the time-period required thereby.	2. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to this Protocol, declare that it will apply Article VIII of this Protocol, wholly or in part. If it so declares, it shall specify the time-period required by Article VIII(3).	2. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to this Protocol, declare that it will apply Article X of this Protocol, wholly or in part. If it so declares, it shall specify the time-period required by Article X(3).
3. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to this Protocol, declare that it will apply the entirety of Alternative A, or the entirety of Alternative B of Article XI and, if so, shall specify the types of insolvency proceeding, if any, to which it will apply Alternative A and the types of insolvency proceeding, if any, to which it will apply Alternative B. A Contracting State making a declaration pursuant to this paragraph shall specify the time-period required by Article XI.	4. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to this Protocol, declare that it will apply the entirety of Alternative A, or the entirety of Alternative B of Article XI and, if so, shall specify the types of insolvency proceeding, if any, to which it will apply Alternative A and the types of insolvency proceeding, if any, to which it will apply Alternative B. A Contracting State making a declaration pursuant to this paragraph shall specify the time-period required by Article XI.	3. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to this Protocol, declare that it will apply the entirety of one of Alternatives A, B and C of Article IX and, if it so declares, it shall specify the type of insolvency proceeding, if any, to which it will apply such Alternative. A Contracting State making a declaration pursuant to this paragraph shall specify the time-period required by Article IX under paragraph 3 of Alternative A, paragraph 2 of Alternative B or paragraphs 4 and 13 of Alternative C, as applicable.	3. – A Contracting State may, at the time of ratification, acceptance, approval of, or accession to this Protocol, declare that it will apply the entirety of Alternative A, or the entirety of Alternative B of Article XI and, if so, shall specify the types of insolvency proceeding, if any, to which it will apply Alternative A and the types of insolvency proceeding, if any, to which it will apply Alternative B. A Contracting State making a declaration pursuant to this paragraph shall specify the time-period required by Article XI.
4. The courts of Contracting States shall apply Article XI in conformity with the declaration made by the Contracting State which is the primary insolvency jurisdiction.	5. The courts of Contracting States shall apply Article XI in conformity with the declaration made by the Contracting State that is the primary insolvency jurisdiction.	4. The courts of Contracting States shall apply Article IX in conformity with the declaration made by the Contracting State which is the primary insolvency jurisdiction.	4. The courts of Contracting States shall apply Article XI in conformity with the declaration made by the Contracting State which is the primary insolvency jurisdiction.
5. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to the Protocol, declare that it will not apply the provisions of Article XXI, wholly or in part. The declaration shall specify under which conditions the relevant Article will be applied, in case it will be applied partly, or otherwise which other forms of interim relief that will be applied.			
ARTICLE XXXI – DECLARATIONS UNDER THE CONVENTION	ARTICLE XXVII – DECLARATIONS UNDER THE CONVENTION	Article XXIX - Declarations modifying the Convention or certain provisions thereof	Article XXIX - Declarations modifying the Convention or certain provisions thereof
Declarations made under the Convention, including those made under Articles 39, 40, 50, 53, 54, 55, 57, 58 and 60 of the Convention, shall be deemed to have also been made under this Protocol, unless stated otherwise.	DECLARATIONS MADE UNDER THE CONVENTION, INCLUDING THOSE MADE UNDER ARTICLES 39, 40, 53, 54, 55, 57, 58 AND 60 OF THE CONVENTION, SHALL BE DEEMED TO HAVE ALSO BEEN MADE UNDER THIS PROTOCOL UNLESS STATED	1. Declarations made under the Convention, including those made under Articles 39, 40, 50, 52, 53, 54, 55, 57, 58 and 60, shall be deemed to have also been made under this Protocol unless stated otherwise.	Declarations made under the Convention, including those made under Articles 39, 40, 50, 52, 53, 54, 55, 57, 58 and 60, shall be deemed to have also been made under this Protocol unless stated otherwise.

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	OTHERWISE.		
		2. A Contracting State may, at the time of ratification, acceptance, approval of, or accession to this Protocol, declare that it will impose other conditions on the application of Articles VI and VIII as specified in its declaration.	
		3. For the purposes of Article 50(1) of the Convention an "internal transaction" shall also mean, in relation to railway rolling stock, a transaction of a type listed in Article 2(2)(a) to (c) of the Convention where the relevant object is only capable, in its normal course of use, of being operated on a single railway system within that Contracting State because of track gauge or other elements of the design of such railway rolling stock.	
ARTICLE XXXII – RESERVATIONS AND DECLARATIONS	ARTICLE XXVIII – RESERVATIONS AND DECLARATIONS	ARTICLE XXVIII – RESERVATIONS AND DECLARATIONS	ARTICLE XXX – RESERVATIONS AND DECLARATIONS
1. No reservations may be made to this Protocol but declarations authorised by Articles XXIX, XXX, XXXI, XXXIII and XXXIV may be made in accordance with these provisions.	1. No reservations may be made to this Protocol but declarations authorised by Articles XXV, XXVI, XXVII and XXIX may be made in accordance with these provisions.	1. No reservations may be made to this Protocol but declarations authorised by Articles XXIV, XXV, XXVII, XXIX and XXX may be made in accordance with these provisions.	1. No reservations may be made to this Protocol but declarations authorised by Articles XXVII, XXVIII, XXIX and XXXII may be made in accordance with these provisions.
2. Any declaration or subsequent declaration or any withdrawal of a declaration made under this Protocol shall be notified in writing to the Depositary.	2. Any declaration or subsequent declaration or any withdrawal of a declaration made under this Protocol shall be notified in writing to the Depositary.	2. Any declaration or subsequent declaration or any withdrawal of a declaration made under this Protocol shall be notified in writing to the Depositary.	2. Any declaration or subsequent declaration or any withdrawal of a declaration made under this Protocol shall be notified in writing to the Depositary.
Article XXXIII – Subsequent declarations	Article XXIX – Subsequent declarations	Article XXX – Subsequent declarations	Article XXXI – Subsequent declarations
1. A State Party may make a subsequent declaration, other than the declaration made in accordance with Article XXXI under Article 60 of the Convention, at any time after the date on which this Protocol has entered into force for it, by notifying the Depositary to that effect.	1. A State Party may make a subsequent declaration, other than the declaration made in accordance with Article XXVII under Article 60 of the Convention, at any time after the date on which this Protocol has entered into force for it, by notifying the Depositary to that effect.	1. A State Party may make a subsequent declaration, other than a declaration made in accordance with Article XXIX under Article 60 of the Convention, at any time after the date on which this Protocol has entered into force for it, by notifying the Depositary to that effect.	1. A State Party may make a subsequent declaration, other than a declaration made in accordance with Article XXIX under Article 60 of the Convention, at any time after the date on which this Protocol has entered into force for it, by notifying the Depositary to that effect.
2. Any such subsequent declaration shall take effect on the first day of the month following the expiration of six months after the date of receipt of the notification by the Depositary. Where a longer period for that declaration to take effect is specified in the notification, it shall take effect upon the expiration of such longer period after receipt of the notification by the Depositary.	2. Any such subsequent declaration shall take effect on the first day of the month following the expiration of six months after the date of receipt of the notification by the Depositary. Where a longer period for that declaration to take effect is specified in the notification, it shall take effect upon the expiration of such longer period after receipt of the notification by the Depositary.	2. Any such subsequent declaration shall take effect on the first day of the month following the expiration of six months after the date of receipt of the notification by the Depositary. Where a longer period for that declaration to take effect is specified in the notification, it shall take effect upon the expiration of such longer period after receipt of the notification by the Depositary.	2. Any such subsequent declaration shall take effect on the first day of the month following the expiration of six months after the date of receipt of the notification by the Depositary. Where a longer period for that declaration to take effect is specified in the notification, it shall take effect upon the expiration of such longer period after receipt of the notification by the Depositary.
3. Notwithstanding the previous paragraphs, this Protocol shall continue to apply, as if no such subsequent declarations had been made, in respect of all rights and interests arising prior to the effective date of any such subsequent declaration.	3. Notwithstanding the previous paragraphs, this Protocol shall continue to apply, as if no such subsequent declaration had been made, in respect of all rights and interests arising prior to the effective date of any such subsequent declaration.	3. Notwithstanding the previous paragraphs, this Protocol shall continue to apply, as if no such subsequent declarations had been made, in respect of all rights and interests arising prior to the effective date of any such subsequent declaration.	3. Notwithstanding the previous paragraphs, this Protocol shall continue to apply, as if no such subsequent declarations had been made, in respect of all rights and interests arising prior to the effective date of any such subsequent declaration.

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		[4. Declarations made pursuant to Articles 39 and 40 of the Convention shall be subject to this Article.]	[4. Declarations made pursuant to Articles 39 and 40 of the Convention shall be subject to this Article.]
ARTICLE XXXIV – WITHDRAWAL OF DECLARATIONS	ARTICLE XXX – WITHDRAWAL OF DECLARATIONS	ARTICLE XXX – WITHDRAWAL OF DECLARATIONS	ARTICLE XXXII – WITHDRAWAL OF DECLARATIONS
Any State Party having made a declaration under this Protocol, other than a declaration made in accordance with Article XXXI under Article 60 of the Convention, may withdraw it at any time by notifying the Depositary. Such withdrawal is to take effect on the first day of the month following the expiration of six months after the date of receipt of the notification by the Depositary.	1. Any State Party having made a declaration under this Protocol, other than a declaration made in accordance with Article XXVII under Article 60 of the Convention, may withdraw it at any time by notifying the Depositary. Such withdrawal is to take effect on the first day of the month following the expiration of six months after the date of receipt of the notification by the Depositary	1. Any State Party having made a declaration under this Protocol, other than a declaration made in accordance with Article XXIX under Article 60 of the Convention, may withdraw it at any time by notifying the Depositary. Such withdrawal is to take effect on the first day of the month following the expiration of six months after the date of receipt of the notification by the Depositary.	1. Any State Party having made a declaration under this Protocol, other than a declaration made in accordance with Article XXIX under Article 60 of the Convention, may withdraw it at any time by notifying the Depositary. Such withdrawal is to take effect on the first day of the month following the expiration of six months after the date of receipt of the notification by the Depositary.
	2. Notwithstanding the previous paragraph, this Protocol shall continue to apply, as if no such withdrawal of declaration had been made, in respect of all rights and interests arising prior to the effective date of any such withdrawal of declaration.	2. Notwithstanding the previous paragraphs, this Protocol shall continue to apply, as if no such withdrawal had been made, in respect of all rights and interests arising prior to the effective date of any such withdrawal.	2. Notwithstanding the previous paragraphs, this Protocol shall continue to apply, as if no such withdrawal had been made, in respect of all rights and interests arising prior to the effective date of any such withdrawal.
Article XXXV – Denunciations	Article XXXI – Denunciations	Article XXXII – Denunciations	Article XXXIII – Denunciations
1. Any State Party may denounce this Protocol by notification in writing to the Depositary.	1. Any State Party may denounce this Protocol by notification in writing to the Depositary.	1. Any State Party may denounce this Protocol by notification in writing to the Depositary.	1. Any State Party may denounce this Protocol by notification in writing to the Depositary.
2. Any such denunciation shall take effect on the first day of the month following the expiration of twelve months after the date of receipt of the notification by the Depositary.	2. Any such denunciation shall take effect on the first day of the month following the expiration of twelve months after the date of receipt of the notification by the Depositary.	2. Any such denunciation shall take effect on the first day of the month following the expiration of 12 months after the date of receipt of the notification by the Depositary.	2. Any such denunciation shall take effect on the first day of the month following the expiration of 12 months after the date of receipt of the notification by the Depositary.
3. Notwithstanding the previous paragraphs, this Protocol shall continue to apply, as if no such denunciation had been made, in respect of all rights and interests arising prior to the effective date of any such denunciation.	3. Notwithstanding the previous paragraphs, this Protocol shall continue to apply, as if no such denunciation had been made, in respect of all rights and interests arising prior to the effective date of any such denunciation.	3. Notwithstanding the previous paragraphs, this Protocol shall continue to apply, as if no such denunciation had been made, in respect of all rights and interests arising prior to the effective date of any such denunciation.	3. Notwithstanding the previous paragraphs, this Protocol shall continue to apply, as if no such denunciation had been made, in respect of all rights and interests arising prior to the effective date of any such denunciation.
Article XXXVI – Review Conferences, amendments and related matters	Article XXXII – Review Conferences, amendments and related matters	Article XXXIII – Review Conferences, amendments and related matters	Article XXXIV – Review Conferences, amendments and related matters
1. The Depositary, in consultation with the Supervisory Authority, shall prepare reports yearly or at such other time as the circumstances may require for the States Parties as to the manner in which the international regimen established in the Convention as amended by this Protocol has operated in practice. In preparing such reports, the Depositary shall take into account the reports of the Supervisory Authority concerning the functioning of the International Registry.	1. The Depositary, in consultation with the Supervisory Authority, shall prepare reports yearly, or at such other time as the circumstances may require, for the States Parties as to the manner in which the international regimen established in the Convention as amended by the Protocol has operated in practice. In preparing such reports, the Depositary shall take into account the reports of the Supervisory Authority concerning the functioning of the international registration system.	1. The Depositary, in consultation with the Supervisory Authority, shall prepare reports yearly, or at such other time as the circumstances may require, for the States Parties as to the manner in which the international regime established in the Convention as amended by the Protocol has operated in practice. In preparing such reports, the Depositary shall take into account the reports of the Supervisory Authority concerning the functioning of the international registration system.	1. The Depositary, in consultation with the Supervisory Authority, shall prepare reports yearly, or at such other time as the circumstances may require, for the States Parties as to the manner in which the international regime established in the Convention as amended by the Protocol has operated in practice. In preparing such reports, the Depositary shall take into account the reports of the Supervisory Authority concerning the functioning of the international registration system.
2. At the request of not less than twenty-five per cent of the States Parties, Review Conferences of the States Parties shall be convened from time to	2. At the request of not less than twenty-five per cent of the States Parties, Review Conferences of the States Parties shall be convened from time to	2. At the request of not less than 25 per cent of the States Parties, Review Conferences of the States Parties shall be convened from time to	2. At the request of not less than 25 per cent of the States Parties, Review Conferences of the States Parties shall be convened from time to

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<p>time by the Depositary, in consultation with the Supervisory Authority, to consider:</p> <p>(a) the practical operation of the Convention as amended by this Protocol and its effectiveness in facilitating the asset-based financing and leasing of the objects covered by their terms;</p> <p>(b) the judicial interpretation given to, and the application made of the terms of this Protocol and the regulations;</p> <p>(c) the functioning of the international registration system, the performance of the Registrar and its oversight by the Supervisory Authority, taking into account the reports of the Supervisory Authority; and</p> <p>(d) whether any modifications to this Protocol or the arrangements relating to the International Registry are desirable.</p>	<p>time by the Depositary, in consultation with the Supervisory Authority, to consider:</p> <p>(a) the practical operation of the Convention as amended by this Protocol and its effectiveness in facilitating the asset-based financing and leasing of the assets covered by its terms;</p> <p>(b) the judicial interpretation given to, and the application made of the terms of this Protocol and the regulations;</p> <p>(c) the functioning of the international registration system, the performance of the Registrar and its oversight by the Supervisory Authority, taking into account the reports of the Supervisory Authority; and</p> <p>(d) whether any modifications to this Protocol or the arrangements relating to the International Registry are desirable.</p>	<p>time by the Depositary, in consultation with the Supervisory Authority, to consider:</p> <p>(a) the practical operation of the Convention as amended by this Protocol and its effectiveness in facilitating the asset-based financing and leasing of the objects covered by its terms;</p> <p>(b) the judicial interpretation given to, and the application made of the terms of this Protocol and the regulations;</p> <p>(c) the functioning of the international registration system, the performance of the Registrar and its oversight by the Supervisory Authority, taking into account the reports of the Supervisory Authority; and</p> <p>(d) whether any modifications to this Protocol or the arrangements relating to the International Registry are desirable.</p>	<p>time by the Depositary, in consultation with the Supervisory Authority, to consider:</p> <p>(a) the practical operation of the Convention as amended by this Protocol and its effectiveness in facilitating the asset-based financing and leasing of the objects covered by its terms;</p> <p>(b) the judicial interpretation given to, and the application made of the terms of this Protocol and the regulations;</p> <p>(c) the functioning of the international registration system, the performance of the Registrar and its oversight by the Supervisory Authority, taking into account the reports of the Supervisory Authority; and</p> <p>(d) whether any modifications to this Protocol or the arrangements relating to the International Registry are desirable.</p>
<p>3. Any amendment to this Protocol shall be approved by at least a two-third majority of the States participating in the Conference referred to in the preceding paragraph and shall then enter into force in respect of States which have ratified, accepted or approved such amendment when ratified, accepted or approved by eight States in accordance with the provisions of Article XXVII relating to its entry into force.</p>	<p>3. Any amendment to this Protocol shall be approved by at least a two-thirds majority of States Parties participating in the Conference referred to in the preceding paragraph and shall then enter into force in respect of States Parties which have ratified, accepted or approved such amendment when it has been ratified, accepted or approved by [five] States Parties in accordance with the provisions of Article XXIV relating to its entry into force.</p>	<p>3. Any amendment to this Protocol shall be approved by at least a two-thirds majority of States Parties participating in the Conference referred to in the preceding paragraph and shall then enter into force in respect of States which have ratified, accepted or approved such amendment when it has been ratified, accepted or approved by three States in accordance with the provisions of Article XXIII relating to its entry into force.</p>	<p>3. Any amendment to this Protocol shall be approved by at least a two-thirds majority of States Parties participating in the Conference referred to in the preceding paragraph and shall then enter into force in respect of States which have ratified, accepted or approved such amendment when it has been ratified, accepted or approved by three States in accordance with the provisions of Article XXIII relating to its entry into force.</p>
<p>ARTICLE XXXVII - DEPOSITARY AND ITS FUNCTIONS</p>	<p>ARTICLE XXXIII - DEPOSITARY AND ITS FUNCTIONS</p>	<p>Article XXXIV - Depositary and its functions</p>	<p>Article XXXV - Depositary and its functions</p>
<p>1. Instruments of ratification, acceptance, approval or accession shall be deposited with the International Institute for the Unification of Private Law (UNIDROIT), which is hereby designated the Depositary.</p>	<p>1. Instruments of ratification, acceptance, approval or accession shall be deposited with ..., which is hereby designated the Depositary.</p>	<p>1. Instruments of ratification, acceptance, approval or accession shall be deposited with the International Institute for the Unification of Private Law (UNIDROIT), which is hereby designated the Depositary.</p>	<p>1. Instruments of ratification, acceptance, approval or accession shall be deposited with the International Institute for the Unification of Private Law (UNIDROIT), which is hereby designated the Depositary.</p>
<p>2. The Depositary shall:</p> <p>(a) inform all Contracting States of:</p> <p>(i) each new signature or deposit of an instrument of ratification, acceptance, approval or accession, together with the date thereof;</p> <p>(ii) the date of entry into force of this Protocol;</p> <p>(iii) each declaration made in accordance with this Protocol, together with the date thereof;</p> <p>(iv) the withdrawal or amendment of any declaration, together with the date thereof; and</p> <p>(v) the notification of any denunciation of this Protocol together with the date thereof and the date on which it takes effect;</p> <p>(b) transmit certified true copies of this Protocol to all Contracting States;</p> <p>(c) provide the Supervisory Authority and the</p>	<p>2. The Depositary shall:</p> <p>(a) inform all Contracting States of:</p> <p>(i) each new signature or deposit of an instrument of ratification, acceptance, approval or accession, together with the date thereof;</p> <p>(ii) the date of entry into force of this Protocol;</p> <p>(iii) each declaration made in accordance with this Protocol, together with the date thereof;</p> <p>(iv) the withdrawal or amendment of any declaration, together with the date thereof; and</p> <p>(v) the notification of any denunciation of this Protocol together with the date thereof and the date on which it takes effect;</p> <p>(b) transmit certified true copies of this Protocol to all Contracting States;</p> <p>(c) provide the Supervisory Authority and the</p>	<p>2. The Depositary shall:</p> <p>(a) inform all Contracting States of:</p> <p>(i) each new signature or deposit of an instrument of ratification, acceptance, approval or accession, together with the date thereof;</p> <p>(ii) the date of entry into force of this Protocol;</p> <p>(iii) each declaration made in accordance with this Protocol, together with the date thereof;</p> <p>(iv) the withdrawal or amendment of any declaration, together with the date thereof; and</p> <p>(v) the notification of any denunciation of this Protocol together with the date thereof and the date on which it takes effect;</p> <p>(b) transmit certified true copies of this Protocol to all Contracting States;</p>	<p>2. The Depositary shall:</p> <p>(a) inform all Contracting States of:</p> <p>(i) each new signature or deposit of an instrument of ratification, acceptance, approval or accession, together with the date thereof;</p> <p>(ii) the date of entry into force of this Protocol;</p> <p>(iii) each declaration made in accordance with this Protocol, together with the date thereof;</p> <p>(iv) the withdrawal or amendment of any declaration, together with the date thereof; and</p> <p>(v) the notification of any denunciation of this Protocol together with the date thereof and the date on which it takes effect;</p> <p>(b) transmit certified true copies of this Protocol to all Contracting States;</p>

AIR PROTOCOL	PREL. DRAFT SPACE PROTOCOL	Rail Protocol	Proposed Agricul./Mining/ Constr. Prot.
<p>Registrar with a copy of each instrument of ratification, acceptance, approval or accession, together with the date of deposit thereof, of each declaration or withdrawal or amendment of a declaration and of each notification of denunciation, together with the date of notification thereof, so that the information contained therein is easily and fully available; and (d) perform such other functions customary for depositaries.</p>	<p>Registrar with a copy of each instrument of ratification, acceptance, approval or accession, together with the date of deposit thereof, of each declaration or withdrawal or amendment of a declaration and of each notification of denunciation, together with the date of notification thereof, so that the information contained therein is easily and fully available; and (d) perform such other functions customary for depositaries.]</p>	<p>(c) provide the Supervisory Authority and the Registrar with a copy of each instrument of ratification, acceptance, approval or accession, together with the date of deposit thereof, of each declaration or withdrawal or amendment of a declaration and of each notification of denunciation, together with the date of notification thereof, so that the information contained therein is easily and fully available; and (d) perform such other functions customary for depositaries.</p>	<p>(c) provide the Supervisory Authority and the Registrar with a copy of each instrument of ratification, acceptance, approval or accession, together with the date of deposit thereof, of each declaration or withdrawal or amendment of a declaration and of each notification of denunciation, together with the date of notification thereof, so that the information contained therein is easily and fully available; and (d) perform such other functions customary for depositaries.</p>
<p>IN WITNESS WHEREOF the undersigned Plenipotentiaries, having been duly authorised, have signed this Protocol.</p>		<p>IN WITNESS WHEREOF the undersigned Plenipotentiaries, having been duly authorised, have signed this Protocol.</p>	<p>IN WITNESS WHEREOF the undersigned Plenipotentiaries, having been duly authorised, have signed this Protocol.</p>
<p>DONE at Cape Town, this sixteenth day of November, two thousand and one, in a single original of which the English, Arabic, Chinese, French, Russian and Spanish texts are equally authentic, such authenticity to take effect upon the verification by the Joint Secretariats of the Diplomatic Conference to Adopt a Mobile Equipment Convention and an Aircraft Protocol, under the authority of the President of that Conference, within ninety days hereof as to conformity of the texts with one another.</p>			