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Agreement

between the Government of the United Kingdom of Great Britain and Northern
Ireland and the Government of the French Republic concerning Train Driving
Licences and Complementary Certificates in respect of Rail Transport through the
Channel Fixed Link

London, 9 December and Paris, 22 December 2021

[The Agreement entered into force on 24 March 2022]

*Presented to Parliament
by the Secretary of State for Foreign, Commonwealth and Development Affairs
by Command of His Majesty
November 2023*



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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE FRENCH REPUBLIC CONCERNING TRAIN
DRIVING LICENCES AND COMPLEMENTARY CERTIFICATES IN
RESPECT OF RAIL TRANSPORT THROUGH THE CHANNEL
FIXED LINK**

Following the withdrawal of the United Kingdom from the European Union, the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the French Republic (hereinafter referred to as ‘the Parties’) have agreed the following with regard to train driving licences and complementary certificates on the railway network located between Calais-Frethun Freight and Passenger stations in France, and Dollands Moor Freight Yard and Ashford International Station in the United Kingdom;

Having regard to the Agreement on the Withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community, signed on 24 January 2020;

Having regard to the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part, signed on 30 December 2020;

Having regard to Article 8 of Directive 2007/59/EC of the European Parliament and of the Council of 23 October 2007 on the certification of train drivers operating locomotives and trains on the railway system in the Community;

Having regard to Article 14 of Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area (recast);

Having regard to the Treaty between the United Kingdom of Great Britain and Northern Ireland and the French Republic concerning the Construction and Operation by Private Concessionaires of a Channel Fixed Link, signed at Canterbury on 12 February 1986 (hereinafter referred to as ‘the Treaty of Canterbury’);

The Parties have agreed as follows:

ARTICLE 1

Subject-matter and scope of the Agreement

1. In order to meet the needs of cross-border rail transport using the Fixed Link between France and the United Kingdom, the Parties agree the necessary conditions for when a train driver holding a licence and a complementary certificate valid in the

territory of one Party, is authorised to drive trains in the territory of the other Party, on the railway network specified in paragraph 2.

2. Regardless of the origin and/or destination, this Agreement shall apply to all cross-border rail transport on the railway network between the stations of Calais-Frethun in France and Dollands Moor Freight Yard (for freight) and Ashford International Station (for passengers) in the United Kingdom, including shuttle services for road vehicles circulating solely within the Fixed Link.

ARTICLE 2

Definitions

For the purposes of this Agreement:

- a) ‘Complementary certificate’ means one or more documents indicating the infrastructure on which the holder is authorised to drive and the rolling stock which the holder is authorised to drive, which are issued or recognised as valid in accordance with the Parties’ respective applicable legislation. The certificate also indicates the driver’s linguistic competence.
- b) ‘Competent authority’ means the Office of Rail and Road in the United Kingdom and the Etablissement Public de Sécurité Ferroviaire in France, responsible, in their capacity as national safety authority, for the issuing and monitoring of train driving licences under the respective applicable legislation of each Party.
- c) ‘National safety authority’ means the Office of Rail and Road in the United Kingdom and the Etablissement Public de Sécurité Ferroviaire in France, responsible for tasks relating to rail safety under the respective applicable legislation of each Party.
- d) ‘Train driver’ means a person capable and authorised to drive trains, including locomotives, shunting locomotives, work trains, maintenance railway vehicles or trains for the carriage of passengers or goods by rail in an autonomous, responsible and safe manner.
- e) ‘Competent entities’ means any railway undertaking or any infrastructure manager responsible for issuing complementary certificates under the legislation respectively applicable in each Party’s territory.
- f) ‘Fixed Link’ means the Channel fixed link as defined in Article 1(2) of the Treaty of Canterbury.

- g) ‘licence’ or ‘train driving licence’ means a document required by the respective applicable legislation of each Party demonstrating that the driver satisfies minimum conditions as regards age, medical requirements, psychological fitness, education and basic training, as well as general professional competence to drive a train within the territory of that Party, for the duration of the validity of that document.

ARTICLE 3

Conditions for cross-border transport

1. A train driver holding the necessary train driving licence and complementary certificate valid in accordance with the applicable law within the territory of one Party shall be authorised to drive within the territory of the other Party, whilst on the railway network specified in Article 1(2), without prejudice to the provisions of the following paragraphs.

2. A train driving licence or complementary certificate shall be valid for the purposes of paragraph (1) when issued before, on or after the day that this Agreement comes into force, in accordance with the applicable legislation of each Party, as specified in Article 4, provided that neither the licence nor the complementary certificate has been suspended, withdrawn or otherwise ceased to be valid.

3. To drive on the railway network specified in Article 1(2), the driver must be in possession of a complementary certificate which relates to the infrastructure throughout that network.

Pursuant to the applicable legislation specified in Article 4(1), the complementary certificate relating to the infrastructure of the part of the railway network specified in Article 1(2) located in the territory of one Party may be issued by a railway undertaking which holds a safety certificate issued or recognised under the law applicable in the territory of the other Party.

4. Notwithstanding the foregoing, to be authorised by this Agreement to drive on the rail network referred to in Article 1(2), train drivers must be at least 20 years of age.

ARTICLE 4

Law applicable to the issue of train driving licences and complementary certificates

For the purposes of Article 3(2), the applicable legislation is:

1. In respect of the United Kingdom, The Train Driving Licences and Certificates Regulations 2010, as amended up to and including the day that this Agreement comes into force; and

2. In respect of France, Directive 2007/59/EC of the European Parliament and of the Council of 23 October 2007 on the certification of train drivers operating locomotives and trains on the railway system in the Community, and the related instruments of transposition, in force on the day that this Agreement comes into force.

ARTICLE 5

Cooperation, information exchange and competent authorities' checks

1. The Parties agree to keep each other informed within a reasonable timeframe of any proposed amendment to the legislation applicable in their respective territory or other circumstances which may affect the train driving licence or complementary certificates within the scope of this Agreement, particularly where it is likely these will require the amendment of this Agreement. In the event of any difference of opinion on the necessity of an amendment of this Agreement, the Parties shall use their best efforts and shall take any measures they consider necessary in order to resolve their differences.

2. The Parties agree that their competent authorities, competent entities, and all their authorities dealing with rail safety, including the national safety authorities, will cooperate and exchange good practice and useful information in accordance with the legislation respectively applicable in each Party's territory. They do so to together ensure the satisfactory application of the procedures for the issue and monitoring of train driving licences and complementary certificates falling within this Agreement, to take all necessary measures to fight against fraud and falsification of those documents, and to ensure the competence and fitness to drive of drivers in their territory.

3. The Parties shall take every measure they consider necessary, in accordance with the legislation respectively applicable in each Party's territory, so that railway undertakings and infrastructure managers operating on the railway network specified in Article 1(2) of this agreement:

- ensure and verify that the train driving licences and complementary certificates of the drivers they employ, or with whom they have contracted, are valid;
- set up a system for monitoring their drivers;
- immediately take the necessary measures where the results of that monitoring activity call into question the driver's competence or the continuing validity of his licence or certificate;

- immediately take the necessary action upon becoming aware that the health of a driver has deteriorated to a point where his fitness for the job is called into question, including as necessary any appropriate examination and withdrawal of his complementary certificate;
- ensure that at no time during their service drivers are under the influence of any substance which is likely to affect their concentration, attention or behaviour;
- inform without delay the relevant competent authority, or where appropriate the relevant national safety authority of a Member State of the European Union of any cases of work incapacity for more than three months.

4. Each Party's competent authority may at any time take steps to verify on board trains operating in its area of jurisdiction, that the train driver is in possession of the necessary train driving licence and complementary certificate.

5. Each Party's competent authority may carry out enquiries regarding compliance with this Agreement by drivers, railway undertakings and infrastructure managers pursuing their activities within their territory.

6. Where a Party or its competent authority has concerns or doubts as to the validity of an individual train driving licence or complementary certificate or the competence or fitness of a driver to drive a train, including in the exercise of its control and monitoring duties, whether on board trains or in the context of an investigation, the Parties and their competent authorities shall cooperate closely, in accordance with the legislation respectively applicable in each Party's territory. They shall, in particular, obtain and share all relevant information, to address any concerns or doubts without delay.

7. If one Party's competent authority finds that a driver is no longer competent or fit to drive, that Party's competent authority may request from the other Party's competent authority any additional verification or the suspension of the licence of the driver. That competent authority may also request that the other Party's competent authority ensure the competent entity carries out further inspection or suspends the train driver's complementary certificate. The response to its requests must be communicated within four weeks of their receipt. That competent authority may prohibit the driver from driving a train on that Party's territory, pending notification by the other Party's competent authority of the decisions made with regard to this licence or this complementary certificate.

8. The preceding paragraphs are without prejudice to the general right of either Party's competent authority to request an infrastructure manager or railway undertaking to stop any train or to otherwise prohibit any person from driving a train in their territory for as long as is necessary, if the competent authority considers that a train driver is a serious threat to safety of the railways.

9. Each Party may impose penalties on drivers who are operating within that Party's territory, in a proportionate and non-discriminatory way.

ARTICLE 6

Arrangements for amendment of the agreement

Either Party may make a request in writing for the amendment of this Agreement. Any amendment decided on by the Parties shall be adopted by exchange of letters between them and shall come into force under the conditions they jointly determine.

ARTICLE 7

Settlement of disputes

Any dispute concerning the interpretation or implementation of this Agreement shall be settled by means of bilateral exchanges between the Parties and following a timetable set by mutual consent between them.

ARTICLE 8

Temporary Suspension of the Agreement

Each Party reserves the right to take any measures that may be necessary to safeguard its sovereignty or its security, in accordance with international law. In exceptional circumstances, each Party may, in particular, decide to suspend the application of this Agreement for a maximum of one (1) month. That month will commence one (1) week after the date on which the notification of the decision to suspend in writing is received by the other Party. At the end of that period, unless recourse has been had to paragraph 2 of Article 9, the Agreement shall once again apply.

ARTICLE 9

Final provisions

1. This Agreement shall enter into force on the day after the date of receipt of the last notification through diplomatic channels by which the Parties inform each other that they have completed the internal domestic procedures necessary for the Agreement to enter into force.

2. This Agreement shall remain in force until it is terminated either by mutual consent of the Parties expressed in writing, or by written notification of one Party to the other, in which case termination shall take place six (6) weeks after the date of receipt of such notification. One Party, in particular, may provide notification to terminate this Agreement if it considers that the legislation and the control system in force within the other Party's territory no longer adequately ensure that the requirements, in particular the medical requirements, those regarding the age, the

psychological fitness or the general and specific professional competence of train drivers are met.

This Agreement has been drawn up in two original copies, each in the English and French languages, both texts being equally authentic.

In witness whereof, the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

Done at London on 9th December 2021 and at Paris on 22nd December 2021.

**For the Government of the
United Kingdom of Great Britain
and Northern Ireland:**

**For the Government
of the French Republic:**

GRANT SHAPPS

JEAN-BAPTISTE DJEBBARI

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