



INTERNATIONAL REGISTRATION PLAN, INC.

INTERNATIONAL NON-APPORTIONED COMMERCIAL VEHICLE AGREEMENT

With Official Commentary

December 4, 2013

*Official Repository of the
International Non-apportioned Commercial Vehicle Agreement:*

International Registration Plan, Inc.

www.irponline.org

INTERNATIONAL NON-APPORTIONED COMMERCIAL VEHICLE AGREEMENT

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FOREWORD

The purpose of the International Non-AppORTioned Commercial Vehicle Agreement (INCVA) is to provide full and free registration reciprocity for those commercial vehicles that are ineligible for registration under the International Registration Plan (IRP) and for those commercial vehicles for which registration under the IRP is optional. INCVA is intended to replace all prior agreements for these non-appORTioned vehicles to provide a single North American agreement for full and free registration reciprocity

This agreement was developed through the efforts of the INCVA working group established by the International Registration Plan's Board of Directors. INCVA is modeled after the IRP and is a companion agreement to the IRP.

INCVA incorporates components from existing reciprocity agreements such as the Multistate Agreement (as amended 1962), the American Association of Motor Vehicle Administrators' Registration Reciprocity Agreement (1988), and the Canadian Agreement on Vehicle Registration (as amended 2001).

ARTICLE I TITLE AND INTRODUCTION

100 TITLE

This reciprocal agreement shall be known as the International Non-apportioned Commercial Vehicle Agreement, and is referred to as the Agreement.

110 PURPOSE OF AGREEMENT

It is the purpose of the Agreement to provide a mechanism through which Signatories grant Full and Free Registration Reciprocity to Non-apportioned Vehicles.

120 COOPERATIVE AGREEMENT

Each Signatory shall administer the registration of Vehicles covered by this Agreement in such a way that no other Signatory is unfairly disadvantaged.

130 EFFECT OF THIS AGREEMENT ON OTHER AGREEMENTS

This Agreement supersedes any agreement, arrangement, or understanding of any kind between any two or more Signatories concerning matters within the Agreement. The Agreement shall not, however, affect any agreement, arrangement, or understanding between a Signatory and a Jurisdiction that is not a Signatory. Nothing in this Agreement shall affect the International Registration Plan or the privileges of registrants under the International Registration Plan. In the event of a conflict between this Agreement and the International Registration Plan, the International Registration Plan shall prevail.

ARTICLE II DEFINITIONS

BASE JURISDICTION

“Base Jurisdiction” means a Signatory where a given Non-apportioned Vehicle is registered or a Restricted Plate has been issued.

BUS

“Bus” means a motor Vehicle designed for carrying more than 10 persons, including the driver.

CHARTER BUS

“Charter Bus” means a Bus regularly engaged in the movement of a Chartered Party.

CHARTERED PARTY

“Chartered Party” means a group of Persons who, pursuant to a common purpose and under a single contract, have acquired the exclusive use of a passenger-carrying Motor Vehicle to travel together as a group to a specified destination or for a particular itinerary, either agreed upon in advance or modified by the group after leaving the place of origin. This term includes services rendered to a number of passengers that a passenger carrier or its agent has assembled into a travel group through sales of a ticket to each individual passenger covering a round trip from one or more points of origin to a single advertised destination.

FULL AND FREE REGISTRATION RECIPROCIITY

“Full and Free Registration Reciprocity” means mutual recognition by all Signatories of the registration of a Non-apportioned Vehicle in its Base Jurisdiction, including the waiver of Registration Fees imposed by any Signatory except the Vehicle’s Base Jurisdiction.

HOST JURISDICTION

“Host Jurisdiction” means a Signatory, other than the Base Jurisdiction of a given Non-apportioned Vehicle, in which the Vehicle is located.

INTERJURISDICTIONAL MOVEMENT

“Interjurisdictional Movement” means Vehicle movement between or through two or more Jurisdictions.

INTRAJURISDICTIONAL MOVEMENT

“Intrajurisdictional Movement” means Vehicle movement from one point within a Jurisdiction to another point within the same Jurisdiction.

JURISDICTION

“Jurisdiction” means a state of the United States, the District of Columbia, or a province or territory of Canada.

NON-APPORTIONED VEHICLE

“Non-apportioned Vehicle” means a motor Vehicle used for commercial purposes for which registration under the International Registration Plan is optional or which is ineligible for registration under the International Registration Plan, specifically:

- i. a motor Vehicle with two axles and an actual gross Vehicle weight or registered gross Vehicle weight of 26,000 pounds or less (11,793 kilograms or less);
- ii. a motor Vehicle with two axles, used in combination with a trailer or semi-trailer, when the registered and gross weights of the combination are both less than 26,000 pounds (11,793 kilograms);
- iii. a motor Vehicle displaying a Restricted Plate; or
- iv. a Charter Bus.

A “Non-apportioned Vehicle” does not include:

- i. a one-way rental Vehicle; or
- ii. a passenger car or a motorcycle.

RECIPROCITY

“Reciprocity,” where used by itself in this Agreement, has the same meaning as Full and Free Registration Reciprocity.

REGISTRANT

“Registrant” means the person in whose name a registration has been issued for a Vehicle.

REGISTRATION FEE

“Registration Fee” means any fee or tax, whether one-time or recurring, imposed for registering, licensing, or titling a Vehicle.

REPOSITORY

“Repository” means International Registration Plan, Inc., a Virginia non-stock corporation.

RESTRICTED PLATE

“Restricted Plate” means a registration license plate that has a time, geographic area, distance or commodity restriction; a plate identifying a Vehicle as government-owned or leased; or a mass-transit or other special plate issued for a Bus leased or owned by a municipal government, a state or provincial transportation authority, or a private party, and operated as part of an urban mass-transit system, as defined by the jurisdiction that issues the plate.

Official Commentary

Restricted Plates include, by way of example, farm or fishing plates, historic, vintage, or collector plates. Restricted Plates also include number plates issued for temporary use on registered and unregistered vehicles commonly used by motor vehicle sales and services industries for the purpose of moving a vehicle from one location to another. Examples of these types of number plates include; dealer or demonstration plates, transporter plates and repairer’s plates.

SEMI-TRAILER

“Semi-Trailer” means a Vehicle without motor power that is designed to be drawn by a motor Vehicle and is so constructed that a part of its weight rests upon or is carried by a towing Vehicle.

SIGNATORY

“Signatory” means a Jurisdiction that is a party to this Agreement.

TRAILER

“Trailer” means a Vehicle without motor power, designed to be drawn by a motor Vehicle and so constructed that no part of its weight or that of its load rests upon or is carried by the towing Vehicle.

VEHICLE

“Vehicle” means a device used to transport persons or property on a highway, but does not include devices moved by human power or used exclusively upon rails or tracks.

ARTICLE III RECIPROCITY

300 INTERJURISDICTIONAL RECIPROCITY

A Signatory shall grant Full and Free Registration Reciprocity for Interjurisdictional Movement to Non-apportioned Vehicles registered in any Signatory.

Official Commentary

Full and Free Registration Reciprocity, whether for Interjurisdictional Movement or Intra-jurisdictional Movement, has two aspects:

- (1) the waiver by all Signatories of its Registration Fees for a Non-apportioned Vehicle registered in another Signatory; and*
- (2) the recognition as valid by all Signatories of the registration number plate and other registration credentials issued for the Non-apportioned Vehicle by the Vehicle’s Base Jurisdiction.*

A Vehicle granted Reciprocity under this Agreement is thus not subject either to the Registration Fees of any Signatory other than its Base Jurisdiction, or to its credential requirements associated with Vehicle registration.

310 INTRAJURISDICTIONAL RECIPROCITY

Except as it may otherwise specify in Appendix A, a Signatory shall grant Full and Free Registration Reciprocity for Intra-jurisdictional Movement to Non-apportioned Vehicles registered in any Signatory. Reciprocity granted to motor Vehicles under this section shall be limited to thirty days in any calendar year, unless the Signatory specifies a different period in Appendix A.

Official Commentary

The Reciprocity granted by this Agreement to motor Vehicles for Intra-jurisdictional Movements is limited. The Agreement thereby recognizes a balance between the need of a Jurisdiction to collect a Registration Fee for the use of its highways and the impracticality of

a Registrant having to register a Vehicle in more than a single Jurisdiction for a given registration period. Nothing in the Agreement, however, prevents a Signatory from expanding the Reciprocity it grants.

320 RESTRICTED PLATES

Where a Vehicle bearing a Restricted Plate is granted Reciprocity under this Agreement, the restrictions and limitations, as well as any allowances, on the use of the Restricted Plate shall be the same as those that would apply to the operations of a Vehicle bearing an equivalent Restricted Plate issued by the Host Jurisdiction.

A vehicle displaying a Restricted Plate issued in accordance with the laws of the issuing jurisdiction shall be deemed to be registered in the Base Jurisdiction and have paid Registration Fees for the purpose of this Agreement.

Vehicles originally designed for a commercial purpose that display a historic, vintage, collector, or similar plate and are not used for a commercial purpose shall be provided Full and Free Registration Reciprocity, subject to any specified limits, conditions, or exclusions specified in Appendix A.

330 EXCLUSIONS, LIMITS, CONDITIONS AND ALLOWANCES

A Signatory may exclude categories of Vehicles from Reciprocity.

A Signatory may choose not to grant Reciprocity for Intra-jurisdictional Movements for Non-apportioned Vehicles or may place limits and conditions on its grant of Reciprocity of Non-apportioned Vehicles for Intra-jurisdictional movement.

In order for a Signatory to impose any exclusion, limit, or condition on the Reciprocity it grants under this Agreement the Signatory shall specify such exclusion, limit, or condition in Appendix A. An exclusion, limit, or condition filed by a Signatory shall become effective 30 days after it is filed, or at such later date as the Signatory may specify.

Official Commentary

For the mutual benefit of Signatories and Registrants, Signatories are encouraged to provide Full and Free Registration Reciprocity under this Agreement with few, if any, exclusions, limits, or conditions.

340 REGISTRATION NUMBER PLATES AND CREDENTIALS

The Full and Free Registration Reciprocity provided under this Agreement shall only apply to a Non-apportioned Vehicle that has satisfied the registration requirements in its Base Jurisdiction, has displayed on it a valid registration number plate or equivalent temporary credential, and for which current and valid registration documents are carried with the vehicle if these are required by the Base Jurisdiction.

Where it is the practice of the Base Jurisdiction to issue only one registration number plate, the Host Jurisdiction shall not require the display of two registration number plates.

The other provisions of this section notwithstanding, a Signatory may provide Reciprocity for a Vehicle which does not bear registration credentials. Where such operation is allowed, the Signatory shall specify any such allowances, along with any limits or conditions, in Appendix A.

350 TAXES AND OTHER FEES NOT WAIVED

Except for Registration Fees, nothing in this Agreement shall be construed to waive any fees or taxes authorized by the laws of any Signatory in connection with the ownership or operation of a Non-apportioned Vehicle.

360 OPERATIONAL REQUIREMENTS UNAFFECTED

This Agreement shall not be construed to authorize the operation of a Non-apportioned Vehicle upon the highways of any Signatory in excess of the maximum weight, width, length, or height allowed by the laws of the Host Jurisdiction or contrary to any other provision of its laws, safety rules, and regulations.

ARTICLE IV ADMINISTRATION

400 REPOSITORY

The Repository shall be responsible for the administrative duties specified in the Agreement.

410 AMENDMENTS TO THE AGREEMENT

This Agreement may be amended upon the affirmative vote of 75 per cent of the Signatories that cast a ballot.

Each Signatory shall be entitled to one vote on a proposed amendment and shall designate to the Repository the person who shall cast the vote for the Signatory.

A ballot to amend the Agreement may be put forward to the Repository by any Signatory.

The Repository shall provide 45 days' notice to all Signatories for review and comment on a proposed amendment, and following that period shall submit the proposal to the Signatories for a vote. Signatories shall within 45 days submit their votes to the Repository, which following that period shall announce to all Signatories the outcome of the vote.

The Signatory proposing an amendment to the Agreement may withdraw the proposal at any time prior to the closing of the voting period.

An amendment adopted by the Signatories shall be effective 90 days after the voting period closes unless the ballot specifies a later effective date.

420 JOINING THE AGREEMENT

Any Jurisdiction may become a Signatory to the Agreement by notifying the Repository in writing that the Jurisdiction agrees to be bound by the terms of the Agreement. The Repository shall promptly notify the other Signatories of any such action by a Jurisdiction, and the membership of the new Signatory shall become effective 30 days following the Repository's notification of the other Signatories.

The Repository shall record in Appendix A the membership of the new Signatory, along with any exclusions, limits, conditions, or allowances the Signatory may file under Article III.

430 WITHDRAWAL FROM THE AGREEMENT

A Signatory may withdraw from the Agreement by submitting a notice in writing to that effect to the Repository. The Repository shall thereupon notify the other Signatories. The effective date of a withdrawal from the Agreement shall not be less than 90 calendar days following the date of notification to the Repository.

APPENDIX A

MEMBERSHIP, EXCLUSIONS, CONDITIONS AND ALLOWANCES

EXCLUSIONS, LIMITS, CONDITIONS AND ALLOWANCES					
Jurisdiction	Date Joined <i>(date of amendments to Appendix A)</i>	Intrajurisdictional Movement* <i>(time limits)</i> <i>*all accepted unless otherwise provided</i>	Excluded Non-apportioned Vehicles* <i>(limits/conditions)</i> <i>*all accepted unless otherwise provided</i>	Restricted Plate* <i>(specified limits/ conditions/prohibitions)</i> <i>*all accepted unless otherwise provided</i>	Additional limits, conditions and allowances
[Jurisdiction]	dd/Mmm/yyyy				

APPENDIX B

RESOLUTION ADOPTING THE INTERNATIONAL NON-APPORTIONED COMMERCIAL VEHICLE AGREEMENT

WHEREAS, it is the purpose of the International Non-AppORTIONED Commercial Vehicle Agreement (the Agreement) to grant Full and Free Registration Reciprocity to Vehicles that are not eligible for apportioned registration under the International Registration Plan, or for which apportioned registration under the International Registration Plan is optional; and

WHEREAS, the International Non-AppORTIONED Commercial Vehicle Agreement shall supersede all prior agreements to the extent those agreements concern matters within this Agreement;

NOW, THEREFORE, in consideration of the mutual and reciprocal benefits to flow therefrom, in accordance with the laws of this Jurisdiction, the authorized person acting pursuant to _____ [insert statutory authority]

and on behalf of _____ [Jurisdiction], does hereby ratify the International Non-AppORTIONED Commercial Vehicle Agreement, with the attached exclusions, limits, conditions, or allowances, if any, to be included in Appendix A of the Agreement.

IN TESTIMONY WHEREOF, the _____ [Jurisdiction] acting through its duly authorized officials, has caused this resolution to be adopted to make _____ [Jurisdiction] a Signatory to the Agreement, and agrees to be bound by its terms.

Adopted this _____ day of _____, 20__

FOR _____ [Jurisdiction]

BY:

Signature Title