

**Legal authority:** Laid down by Royal Decree on 14 December 2018 pursuant to the Act of 21 June 1963 no. 23 on roads (the Roads Act), section 62 and the act of 21 June 2002 no. 45 on Professional Transport by Motor Vehicle and Vessel (Professional Transport Act). Filed by the Ministry of Transport and Communications.  
**EEA references:** EEA Agreement, Annex XIII no. 18b (Directive 2004/52/EC) and no. 18ba (Commission Decision 2009/750/EC).

# Regulation on toll service provision for tolls and ferry tickets (the Toll service provider Regulation)

## Chapter 1. Purpose, definitions and application

### Section 1. Purpose

The purpose of this regulation is to regulate toll service provision for tolls on the public road network in Norway and electronic ticketing via AutoPASS Samvirke for public ferry operations, administration of AutoPASS Samvirke, regulation of conciliation between AutoPASS service providers and toll chargers, safeguarding of the rights of users in the relationship with AutoPASS service providers and regulation of an appeals body for users.

The regulation shall ensure that the Norwegian network for electronic payment of tolls is interoperable with the European Electronic Toll Service (EETS) and that Norway's obligations pursuant to the EEA Agreement in this regard are enacted into Norwegian law.

### Section 2. Definitions

The following definitions are used in this regulation:

- a) *AutoPASS Samvirke*: the network for electronic payment of
  - i) tolls on the public road network, and
  - ii) ferry tickets on public ferry services in Norway
- b) *AutoPASS service provider*: a company or other legal entity that concludes agreements with toll chargers and users after approval in accordance with section 21 or operational approval in accordance with section 22 in order to offer services for payment of tolls and ferry transport via AutoPASS Samvirke
- c) *toll transaction*: the circulation of a vehicle subject to toll or ferry ticket, which a toll charger registers and assigns to a valid user agreement
- d) *toll road company*: a company that has concluded an agreement with the Ministry or the Norwegian Public Roads Administration concerning the collection of tolls, and that is included in AutoPASS Samvirke
- e) *user*: a physical person or legal entity that has a user agreement with an AutoPASS service provider
- f) *user agreement*: an agreement between an AutoPASS service provider and a user concerning the payment of tolls and ferry tickets in AutoPASS Samvirke
- g) *EETS*: the European electronic framework for interoperability between European toll services, cf. Commission Decision 2009/750/EC of 6 October 2009 on the definition of the European Electronic Toll Service and its technical elements
- h) *EETS decision*: Commission Decision 2009/750/EC of 6 October 2009 on the definition of the European Electronic Toll Service and its technical elements

- i) *EETS domain*: areas in Europe where electronic collection on the public road network takes place, and where collection is within the application pursuant to EETS
- j) *EETS Provider*: a Norwegian or foreign company or other legal entity that is approved as an EETS provider in the Member State where it is established
- k) *ferry operator*: a company or other legal entity that operates scheduled services in accordance with a licence or operates on behalf of an entity with a licence, using vehicle-carrying vessels in connection with the public road network, cf. the Commercial Transport Act, section 7, and that is included in AutoPASS Samvirke by agreement with the Norwegian Public Roads Administration
- l) *toll charger*: the generic term for toll road companies and ferry operators that are included in AutoPASS Samvirke
- m) *toll service provider agreement*: an agreement between the toll charger and the AutoPASS service provider, cf. section 5
- n) *toll service provision*: services for the payment of tolls and ferry transport carried out by AutoPASS service providers via AutoPASS Samvirke, including concluding and administering user agreements, providing electronic on-board equipment and other services to users and toll chargers in this context

### **Section 3. Toll service provision**

Toll service provision in Norway may only be carried out by companies or other legal entities that are approved in accordance with section 21 or have received operational approval as AutoPASS service provider in accordance with section 22. AutoPASS service providers shall conclude agreements with toll chargers and users in accordance with sections 5 and 15 and implement toll service provision according to the provisions in chapters 2 and 3. EETS Providers that are approved in accordance with section 24 shall conclude contracts and achieve full domain coverage, etc. in accordance with the provisions in chapter 5. EETS Providers wishing to pursue service provider operations in Norway shall have operational approval in accordance with section 22.

### **Section 4. Authority of Norwegian Public Roads Administration**

The Norwegian Public Roads Administration has approval authority in accordance with chapters 4 and 5, inspection and withdrawal authority in accordance with chapter 6, authority to administer, register and prepare the domain statement and gather statistics in accordance with chapter 7 and authority as a conciliation body and is an appeals body in accordance with chapter 8. The Norwegian Public Roads Administration is also a government agency in accordance with sections 2 and 3.

## **Chapter 2. Provisions on the relationship between AutoPASS service providers and toll chargers**

### **Section 5. Toll service provider agreement**

AutoPASS service providers shall conclude toll service provider agreements with all toll chargers in AutoPASS Samvirke. These agreements shall be based on a standard toll Service Provider Agreement established by the Norwegian Public Roads Administration. The Norwegian Public Roads Administration shall assist the parties with conclusion of these agreements.

The terms of the toll service provider agreements shall be worded identically on all essential points. A toll charger shall not discriminate against AutoPASS service providers without due cause. The parties shall not conclude other agreements that are contrary to the toll service provider agreement.

As a minimum, the toll service provider agreement shall regulate the following conditions:

- a) the AutoPASS service provider's right and obligation to collect payment for a toll transaction on behalf of the toll charger with liberating effect for the user in accordance with section 6, first paragraph
- b) the AutoPASS service provider's payment obligation to the toll charger in accordance with section 6, second paragraph and conditions for settlement
- c) the AutoPASS service provider's demand for remuneration in accordance with section 7
- d) the AutoPASS service provider's obligation to provide financial guarantees and arrangement of these guarantees in accordance with section 8
- e) the AutoPASS service provider's obligation to make correct information on the user's vehicle available to the toll charger, cf. section 6, fourth paragraph
- f) technical and operational requirements to the parties in accordance with sections 13 and 21, first paragraph, letter a), including requirements on testing, cf. sections 10 and 11
- g) the parties' processing of users' personal data, including the use of data-processing agreements in accordance with the Personal Data Act
- h) conciliation, cf. section 34

## **Section 6. Payment of tolls**

The AutoPASS service provider shall, on behalf of the toll charger, collect payment for all toll transactions handled through AutoPASS Samvirke in accordance with the applicable tariff schemes. The user's payment of a toll transaction to its AutoPASS service provider shall be deemed to fulfil the user's payment obligations towards the relevant toll charger.

The AutoPASS service provider shall pay the toll charger in accordance with the applicable tariff schemes for all toll transactions made by Users under a valid user agreement. This is applicable regardless of whether or not the AutoPASS service provider has received payment from the user.

A toll transaction that cannot be assigned to an AutoPASS service provider shall be collected by the toll charger.

The AutoPASS service provider is responsible for making correct information on the user's vehicle classification parameters available to the toll charger so that the toll charger can set the correct tariff.

## **Section 7. Remuneration**

The AutoPASS service provider is entitled to remuneration from the toll charger calculated as 1.75% (excluding VAT) of the net value of the toll transactions under a valid user agreement with the AutoPASS service provider.

The Ministry may amend the remuneration. The Ministry shall notify all toll chargers and AutoPASS service providers at least three months in advance before changing the remuneration rates.

## **Section 8. Obligation to provide a financial guarantee**

AutoPASS service providers shall provide a financial guarantee for the payments to the toll charger in question. This guarantee shall be in reasonable proportion to the relevant financial risk and the cost associated with the provision of the guarantee itself. The service provider's obligation to provide a guarantee can be waived by the toll charger when the total financial risk is estimated to be low. Toll chargers cannot demand a financial guarantee that discriminates between AutoPASS service providers.

The guarantee shall not exceed the average monthly turnover, calculated from the total toll transaction amount paid by the AutoPASS service provider to the toll charger in question the previous year, or the AutoPASS service provider's business plan if no relevant historical data is available. If there is a major change in the AutoPASS service provider's transaction volume, the service provider or toll charger may demand a new guarantee that reflects this change.

## **Section 9. Local agreements**

The AutoPASS service provider shall make its equipment available to allow the toll charger to identify local agreements. Local agreements refers to the agreements with road users on advance payments, discounts and exemptions offered by a toll charger in accordance with the applicable tariff decisions. The toll charger is responsible for administration and collection of payments covered by local agreements.

Toll chargers shall not discriminate against AutoPASS service providers with regard to provision of local agreements. The ministry may set rates for the toll charger's use of the AutoPASS service provider's equipment in accordance with the first paragraph.

## **Section 10. Testing of the AutoPASS service provider's technical equipment**

Toll chargers shall collaborate with AutoPASS service providers to test the technical equipment to ensure it has a specific performance level when it is operational and integrated in a toll charger's system. These tests shall be carried out in compliance with the requirements in Annex IV of the EETS decision.

The AutoPASS service provider is obliged to notify the Norwegian Public Roads Administration within a reasonable time prior to replacement or upgrading of technical equipment. In such instances, the Norwegian Public Roads Administration may demand new tests in accordance with the first paragraph.

## **Section 11. Unannounced tests**

A toll charger may require an AutoPASS service provider's collaboration to perform unannounced and detailed toll system tests involving vehicles circulating or having recently circulated on the toll charger's domain. The scope of such tests shall be in proportion to the number of transactions within the AutoPASS service provider's responsibility in the toll charger's domain.

## **Section 12. Degraded mode**

The toll charger shall maintain a degraded mode of service that can be used if an error occurs in the service for which the toll charger is responsible, so that users can pass with the least possible inconvenience and without being considered as toll evaders.

### **Section 13. Use of collection equipment and classification of vehicles**

The toll charger is obliged to use collection equipment and interfaces that are compliant with the requirements in Annexes II and III to the EETS decision.

The toll charger cannot classify vehicles according to parameters other than those permitted in Annex VI to the EETS decision. If the AutoPASS service provider and the toll charger classify the vehicle differently, the toll charger's classification is applicable unless an error can be demonstrated in this.

### **Section 14. Pilot systems**

To allow for technical development the Norwegian Public Roads Administration may temporarily authorise, on limited parts of their toll domain and in parallel to the AutoPASS compliant system, pilot systems for the collection of tolls and ferry tickets, incorporating new technologies or new concepts, which do not comply with one or more provisions in this regulation.

The Norwegian Public Roads Administration cannot provide approval pursuant to the first paragraph without the consent of the EFTA Surveillance Authority. The initial period of such authorisation shall not exceed 3 years. AutoPASS service providers shall not be required to participate in pilot systems.

## **Chapter 3. Provisions on the relationship between AutoPASS service providers and users**

### **Section 15. The user agreement**

The user agreement shall entitle and oblige the AutoPASS service provider to collect payment for the user's toll transactions on behalf of the toll charger. The terms of the agreement shall be publicly available and shall be compliant with the minimum requirements established by the Norwegian Public Roads Administration for the following conditions:

- a) the domains to which the agreement applies, and from what time
- b) how toll and ferry tariffs are established and changed, and information on discounts pursuant to the agreement
- c) the user's obligation to provide the AutoPASS service provider with correct and complete information in order for the correct pricing of toll transactions
- d) the user's payment obligation to the AutoPASS service provider, and the fact that payment to the AutoPASS service provider is done with liberating effect
- e) the user's obligation to follow the instructions applicable for correct use of the user agreement and technical equipment
- f) information on local agreements, cf. section 9
- g) information on how errors will be dealt with by the toll charger and AutoPASS service provider, cf. section 16

- h) information on the processing of personal data, including the rights of the user in accordance with the data protection legislation applicable at all times
- i) information on the use of data for statistical purposes, cf. section 32
- j) information on the user's rights in conjunction with the right of appeal
- k) information on the AutoPASS service provider's right to make amendments to the agreement
- l) the user's right to terminate the agreement
- m) information on the AutoPASS Service provider's right to transfer the User agreement to a different AutoPASS Service provider
- n) The AutoPASS service provider's right to terminate the agreement

The AutoPASS service provider shall notify the user at least 14 days before the AutoPASS service provider terminates the agreement, the agreement lapses, the agreement is transferred to a different AutoPASS Service provider, or similar.

If the agreement is cancelled, the AutoPASS service provider shall in the notification in accordance with the second paragraph provide information stating the reason for the cancellation, and the user shall be given the opportunity to remedy the situation before the cancellation is implemented. The AutoPASS service provider may cancel the agreement with immediate effect and with no prior deadline for remedying the situation in the event of a material breach on the part of the user.

#### **Section 16. The user's rights in the event of errors**

The AutoPASS service provider shall ensure that the user is indemnified for any loss of discounts or increased prices due to errors made by the AutoPASS service provider or the toll charger.

#### **Section 17. Non-discrimination**

The AutoPASS service provider shall not discriminate against its users based on nationality, domicile or the vehicle's country of registration.

The AutoPASS service provider cannot refuse to conclude a user agreement or terminate any such agreement without due cause. The user's right to general exemptions in the AutoPASS domain or local exemptions with a specific toll charger is not deemed to be due cause.

The AutoPASS service provider may demand security from the user if the requirement is based on documentation on the user's willingness and ability to pay and is reasonable in relation to the financial risk that the user constitutes for the AutoPASS service provider.

#### **Section 18. Sales document requirements**

As an administrative service for the toll charger, the AutoPASS service provider shall issue sales documentation for the toll transaction. The AutoPASS service provider is responsible for ensuring that this sales documentation is prepared according to applicable rules and regulations. Sales documentation shall always be kept available for the toll charger. When issuing sales documentation the AutoPASS service provider may make a payment request for its claim against the user in accordance with section 6, first paragraph.

### **Section 19. Fees, etc.**

AutoPASS service providers with a significant market share in Norway shall offer users an agreement without imposing fees or other additional costs beyond the following:

- a) fees pursuant to the regulation to the Debt Collection Act
- b) fees linked with the user's choice of an alternative payment or billing solution that is in reasonable proportion to the service provider's costs associated with this
- c) fees linked with the issuing or replacement of electronic On-board equipment that is in reasonable proportion to the service provider's costs associated with this
- d) interest on late payment pursuant to the Act relating to Interest on Overdue Payments, etc.
- e) Requirement for financial security in accordance with section 17, third paragraph

AutoPASS service providers with a market share of at least 10 per cent of total annual collected tolls and ferry tickets in AutoPASS Samvirke are deemed to be AutoPASS service providers with a significant market share in accordance with the first paragraph.

The provision in the first paragraph does not prevent any AutoPASS service provider offering the user other products for which separate payment is required.

### **Section 20. AutoPASS service providers' processing of personal data**

The AutoPASS service provider may process personal data in order to collect payment from users for toll transactions in AutoPASS Samvirke pursuant to section 6. AutoPASS service providers may process and obtain the following information from the Norwegian Public Roads Administration and toll chargers:

- a) On-Board equipment identification number
- b) the place, date and time relating to the toll transaction
- c) the tariff class and price relating to the toll transaction
- d) the vehicle's registration number
- e) a picture of the vehicle
- f) the registered owner in the Norwegian Register of Motor Vehicles

The AutoPASS service provider may process any personal data necessary for fulfilling the individual user agreements pursuant to section 15.

The AutoPASS service provider may transfer information on the user's vehicles and user agreement, including disclosure of personal data, to the toll charger and the Norwegian Public Roads Administration insofar as this is necessary in order to:

- a) set the correct tariff
- b) process enquiries from the user
- c) process complaints, cf. section 35
- d) transfer responsibility for the payment to the AutoPASS service provider, cf. section 6.

In cases where an user agreement is transferred between AutoPASS service providers, the personal data necessary for fulfilling the individual user agreements, may be disclosed as a part of the transfer.

## **Chapter 4. Approval and operational approval of AutoPASS service providers**

### **Section 21. Approval of companies or other legal entities as AutoPASS service providers**

Upon application, The Norwegian Public Roads Administration may approve a company or another legal entity as an AutoPASS service provider in AutoPASS Samvirke if it:

- a) has technical equipment that is compliant with applicable requirements and is able to document satisfactory technical tests at all relevant toll chargers in AutoPASS Samvirke;
- b) demonstrates competence in the provision of electronic tolling services or in relevant domains;
- c) has appropriate financial standing; and
- d) is of good repute

Toll companies or companies in which a toll company participates cannot be approved as AutoPASS service providers.

The Norwegian Public Roads Administration can provide guidelines that are more detailed on the terms and conditions in the first paragraph.

When assessing whether a company is of good repute in accordance with the first paragraph, letter d, the Norwegian Public Roads Administration may regard errors or contraventions committed by any person within the company's administration, management or supervisory body, or any person who has the powers of representation, decision or control therein, similar to errors or contraventions committed by the company itself.

The decision of the Norwegian Public Roads Administration in accordance with the first paragraph is an individual decision that may be appealed pursuant to the provisions of the Public Administration Act.

### **Section 22. Operational approval of EETS providers as AutoPASS service providers**

The Norwegian Public Roads Administration shall approve EETS providers for operation as AutoPASS service providers in Norway when so required by the EETS provider. EETS providers shall pass technical tests among all relevant toll chargers in AutoPASS Samvirke in order to obtain operational approval. The decision of the Norwegian Public Roads Administration is an individual decision that may be appealed pursuant to the provisions of the Public Administration Act.

In cases where EETS providers that have received operational approval in accordance with the first paragraph, lose their approval as EETS provider in the Member State where it is established, the company must seek approval in accordance with section 21 to be able to continue to operate as an AutoPASS service provider in Norway.

### **Section 23. Toll chargers' obligations with respect to approval and operational approval procedures**

Toll chargers in AutoPASS Samvirke have a duty to assist the Norwegian Public Roads Administration with respect to the approval and operational approval procedures of AutoPASS



service providers in accordance with sections 21 and 22, and to help to ensure that local tests of the technical equipment can be performed.

## **Chapter 5. Approval of Norwegian EETS providers, coverage of EETS domains, etc.**

### **Section 24. Approval of Norwegian companies or other legal entities as EETS provider**

Upon application, The Norwegian Public Roads Administration may approve a company or another Norwegian legal entity as an EETS provider if it:

- a) hold EN ISO 9001 certification or equivalent
- b) demonstrate having the technical equipment and the EC declaration or certificate attesting the compliance of the interoperability constituents as laid down in Annex IV(1) to the present Decision;
- c) demonstrate competence in the provision of electronic tolling services or in relevant domains
- d) has appropriate financial standing
- e) maintain a global risk management plan, which is audited at least every 2 years
- f) is of good repute

Toll companies or companies in which a toll company participates cannot be approved as EETS providers.

The Norwegian Public Roads Administration can provide guidelines that are more detailed on the terms and conditions in the first paragraph.

When assessing whether a company is of good repute in accordance with the first paragraph, letter d, the Norwegian Public Roads Administration may regard errors or contraventions committed by any person within the company's administration, management or supervisory body, or any person who has the powers of representation, decision or control therein, similar to errors or contraventions committed by the company itself.

A decision of the Norwegian Public Roads Administration according to the first paragraph is an individual decision that may be appealed pursuant to the provisions of the Public Administration Act.

### **Section 25. Coverage of EETS domains**

EETS providers that are approved in accordance with section 24 shall conclude contracts covering all EETS domains within two years following their approval. The EETS provider shall maintain full coverage at all times.

If amendments are made in an EETS domain or other amendments that affect the requirement for full coverage are made, the approved EETS provider must restore full coverage within six months.

### **Section 26. Obligation to use technology compatible with EETS**

EETS providers that are approved in accordance with section 24 have a duty to offer standardised interfaces in accordance with Annex II to the EETS decision, and equipment in accordance with Annex III.

## **Chapter 6. Joint provisions on reporting, inspection and withdrawal of approval and operational approval**

### **Section 27. Reporting and inspection**

AutoPASS service providers that are approved in accordance with section 21 and EETS providers that are approved in accordance with section 24 shall yearly, at the latest 1 August, submit a report and documentation to indicate that the conditions for approval are still being met. This report shall be signed by the board or other company signatories. The report shall be submitted with approved annual accounts and annual report together with the auditors' report.

The Norwegian Public Roads Administration may demand at any time that AutoPASS service providers that are approved in accordance with section 21 and EETS providers that are approved in accordance with section 24 submit information that is necessary in order to validate whether the conditions for being an AutoPASS service provider or EETS provider are met.

### **Section 28. Withdrawal of approvals and operational approvals**

The Norwegian Public Roads Administration shall withdraw the approval or operational approval for AutoPASS service providers that no longer meet the conditions for sections 21 or 22, or that otherwise commit a material breach of the requirements in this regulation or the service provider agreements.

The Norwegian Public Roads Administration shall withdraw the approval for EETS providers that no longer meet the conditions for approval in accordance with section 24 or the requirements in accordance with sections 25 and 26.

Before withdrawing an approval or operational approval in accordance with the first or second paragraph, the Norwegian Public Roads Administration shall provide the relevant party with a reasonable deadline by which to remedy the situation. The decision of the Norwegian Public Roads Administration is an individual decision that may be appealed pursuant to the provisions of the Public Administration Act.

## **Chapter 7. AutoPASS Samvirke, EETS register, statistics, etc.**

### **Section 29. Administration of AutoPASS Samvirke**

The Norwegian Public Roads Administration administers AutoPASS Samvirke and sets the technical and operational conditions.

Toll chargers and AutoPASS service providers that are part of AutoPASS Samvirke shall be consulted before the Norwegian Public Roads Administration amends these conditions.

### **Section 30. Domain statement for AutoPASS Samvirke**

The Norwegian Public Roads Administration shall prepare and update a domain statement for AutoPASS Samvirke that covers all toll chargers that are part of the domain. The domain statement shall be publicly available and shall include the following information:

- a) principles for cost allocation associated with the AutoPASS service providers' affiliation to and participation in AutoPASS Samvirke
- b) requirements to AutoPASS service providers concerning financial guarantees
- c) procedures for handling of toll transactions
- d) technical and operational requirements, including any service level agreements (SLAs)
- e) invoicing and payment policy
- f) commercial conditions, including service provider remuneration

### **Section 31. Register**

The Norwegian Public Roads Administration shall keep an electronic register of all toll chargers, AutoPASS service providers and EETS providers that are approved or hold operational approval in accordance with chapters 4 and 5. This register shall be publicly available and include updated and correct information on:

- a) tolling technologies employed
- b) toll context data
- c) the domain statement, cf. section 30
- d) information on the monitoring of EETS providers, cf. section 27

### **Section 32. Statistics**

AutoPASS service providers shall yearly submit aggregated and anonymised statistics to the Norwegian Public Roads Administration for the purposes of public planning and analysis.

The Norwegian Public Roads Administration will determine the more detailed format and content of the statistics.

### **Section 33. Cooperation on enforcement**

AutoPASS service providers shall make information and systems available insofar as these are necessary to allow the authorities to perform inspections and handle complaints pursuant to regulation 10.10.2014 no. 1276 on requirements to use electronic tags in motor vehicles over 3500 kg, section 5.

## **Chapter 8. Provision on conciliation and the appeals body**

### **Section 34. Conciliation body for disputes between toll chargers and AutoPASS service providers**

If so required by either of the parties, the Norwegian Public Roads Administration will mediate in cases between the toll charger and the AutoPASS service provider if there is any

disagreement on conclusion or understanding of the Toll service provider agreement or other situations derived from or linked with the Toll service provider agreement.

The Norwegian Public Roads Administration may request relevant information from the toll charger, the AutoPASS service provider and any other parties to which the case relates. The Norwegian Public Roads Administration shall notify the parties whether it has received the documents necessary for mediation within 30 days of receipt of the request for it to intervene.

Unless there is due cause, the Norwegian Public Roads Administration shall issue its opinion on the dispute within six months of receiving the request to deal with the case.

### **Section 35. Appeals body for users**

The user may appeal to the Norwegian Public Roads Administration against the AutoPASS service provider's claim and other decisions concerning the user agreement. The provisions of the Public Administration Act, chapter VI on appeals and reversal apply accordingly.

The right to appeal in accordance with the first paragraph is not applicable to passengers that have rights pursuant to the regulation of 20 January 2012 no. 84 on the appeals committee for passenger transport [transportklagenemndforskriften].

## **Chapter 9. Concluding provisions**

### **Section 36. Entry into force**

This regulation will enter into force on 1 January 2019. Regulation 20 March 2015 no. 230 on the interoperability of electronic road user payment systems in Europe [EETS-forskriften] will be annulled at the same time.

### **Section 37. Transitional provisions**

The Norwegian Public Roads Administration may grant time-limited exemption from the requirements in the regulation, chapters 2, 3 and 4 to companies or other legal entities that provide toll services at the time the regulation comes into force. The Norwegian Public Roads Administration may determine terms for the exemption. The exemption may apply until 30 June 2020, but in special cases the duration may be extended until 31 December 2020. An exemption is an individual decision pursuant to the provisions of the Public Administration Act.

The Ministry may grant Svinesundforbindelsen AS exemption according to the first paragraph until the company has been dissolved.

### **Section 38. Amendment of the regulation**

The Ministry may amend this regulation.