



**REPUBLIKA E KOSOVËS - PRESIDENTI**  
**REPUBLIC OF KOSOVO - THE PRESIDENT**  
**REPUBLIKA KOSOVO - PRESDENIK**

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**DECREE ON THE RATIFICATION OF THE INTERNATIONAL AGREEMENT**

Decree No.: DMN – 016 – 2018

The President of the Republic of Kosovo,

Pursuant to Article 18 and 84 of the Constitution of the Republic of Kosovo, Article 6 of Law No. 03/L-094 on the President of the Republic of Kosovo (OG, No. 47, January 25, 2009), Article 10 (4) of Law No. 04/L-052 on International Agreements (OG, No. 28, December 16, 2011), Article 4 (3) of Law No. 03/L-044 on the Ministry of Foreign Affairs and the Diplomatic Service of the Republic of Kosovo (OG, No. 26, June 02, 2008), and considering the request of the Ministry of Foreign Affairs addressed to the President, dated 04.09.2018 (Prot.No.:1009)

**D E C R E E S**

The ratification of the Agreement on the International Road Transport of Passengers and Goods, signed between the Government of the Republic of Kosovo and the Government of Montenegro, on 08.08.2018 and received by the Office of the President of the Republic of Kosovo on 04.09.2018.

Pursuant to Article 18, paragraph 3 of the Constitution of the Republic of Kosovo, the ratified agreement shall be forwarded to the Assembly of the Republic of Kosovo as a notification.

**Hashim THAÇI**

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**President of the Republic of Kosovo**

Prishtina, on \_\_\_\_\_.\_\_\_\_.2018

***Decree to be sent to:***

- *The President of the Assembly of Kosovo;*
- *The Minister of the Ministry of Foreign Affairs;*
- *a/a.*



**AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF KOSOVO  
AND  
THE GOVERNMENT OF MONTENEGRO  
ON  
INTERNATIONAL ROAD TRANSPORT  
OF PASSENGERS AND GOODS**

The Government of the Republic of Kosovo and the Government of Montenegro hereinafter referred to as “the Contracting Parties”;

Anxious to contribute to the development of trade and economic relations between the two countries;

Determined to promote cooperation in international transport within the framework of the market economy;

Concerned about the protection of the environment and people, the rational consumption of energy, road safety and the improvement of drivers working conditions;

Aiming towards the development of intermodal transport;

Taking into account the resolutions and principles adopted within the framework of the United Nations Economic Commission for Europe, the International Transport Forum (ITF), the Pan-European Conferences and agreements between the European Union and third countries;

Recognizing the mutual interest and advantage of an agreement on international road transport;

Have agreed as follows:

## **I. GENERAL PROVISIONS**

### **Article 1 Scope of application**

1. The present Agreement regulates the international transport of passengers and goods by road performed by transport operators established in the territory of a Contracting Party by means of vehicles registered in that territory, with the points of departure in the territory of one Contracting Party and destination in the territory of the other Contracting Party in transit through the territory of one of the Contracting Parties or for transport operations to/from third country.
2. This Agreement does not affect the rights and obligations arising from the other international commitments of the two Contracting Parties.

### **Article 2 Definitions**

In this Agreement some terms have the following meaning:

1. “Transport Operator” means any physical or legal person authorized to perform the international carriage of passenger and goods by road, in accordance with regulations of a Contracting Party on which territory it is established.

2. "Vehicle" means a motor vehicle or a combination of vehicles, registered in the territory of one of the Contracting Parties intended for the international transport of passengers or goods by road, at disposal of the transport operator through being its own property or through a hiring or leasing contract, licensed/certified based on the domestic legislations of the contracting parties.
3. "Transport" means the operations of a vehicle, with passengers and goods, that is operations of an unladen vehicle, including the transport of vehicles by train or boat for a part of the journey.
4. "Cabotage" means the transport of passengers or goods between some points within the territory of one Contracting Party carried out by a transport operator established in the territory of the other Contracting Party.
5. "Combined Transport" means the transport of goods whereby the vehicle, trailer, semi-trailer, swap body or container, with or without tractor, use the road for the initial or terminal leg of the journey, which is as short as possible, and travel by rail, inland waterway or sea for the major part of the journey.
6. "Territory of a Contracting Party" means respectively the territory of Montenegro and the territory of the Republic of Kosovo.
7. "Country of establishment" means the territory of the Contracting Party within which the transport operator is established and in which the vehicle is registered.
8. "Host country" means the territory of a Contracting Party in which the transport operator is operating without its vehicle being registered there and without the transport operator being established there.
9. "Competent authority" means in the case of Montenegro the Ministry of Transport and Maritime Affairs, as well as the Body of State Administration competent for road transport of and in the case the Republic of Kosovo the Ministry of Infrastructure, respectively the competent authority for international road transport.
10. "Regular passenger service" means a service which carries passengers over specified routes, according to a timetable and price list set and published in advance, with passengers picked up and set down at predetermined stopping points.
11. "Shuttle service" means a service whereby, by means of repeated outward and return journeys, previously organized groups of passengers are carried from a single place of departure to a single destination. The place of departure and the place of destination respectively mean the place where the journey begins and the place where the journey ends, together with, in each case, the surrounding locality within a 25 km radius. Each group of passengers who have carried out the outward journey travel together and return to the place of departure on a later journey.

The service as a shuttle service is not affected by the fact that some passengers make the return journey with another group. The first return journey and the last outward journey in a series of shuttle services are made unladen.

12. "Occasional service" means a service falling neither within the definition of a regular passenger service nor within the definition of a shuttle service, where frequency or number of services does not affect their classification as an occasional service.
13. "Control document" in case when performing occasional or shuttle service for transport of passengers means the waybill as prescribed by the Interbus Agreement.
14. "Joint Committee" is the established authority of the contracting parties in order to implement the obligations deriving from this agreement.

## **II. PASSENGER TRANSPORT**

### **Article 3**

#### **Regular passenger services**

1. Regular passenger services shall be subject to a system of authorizations issued by the competent authority in the country of departure, destination and transit.
2. The application for issue of an authorization referred to in the first paragraph of this Article should be made to the competent authority in the country of establishment of the transport operator. If the competent authority of the country of establishment approves the application, it is communicated to the competent authority of the other contracting party for approval. Authorizations shall be issued after getting approval from both contracting parties.
3. The decision to grant or refuse a permit should be taken by the competent authorities of the Contracting Parties within a period of 90 days from the day of receipt of the application for authorization from the competent authority of the Country of establishment, if there are no unpredictable circumstances.

In the event of unpredictable circumstance, this deadline may be changed on which the competent authorities keep each other informed.

The authorization referred to in item 2 of this Article is valid for a maximum of five years. It sets out the operating conditions for the performance of regular passenger services.

4. Changes in operating conditions and the cancellation of the service are decided according to the procedure set out in paragraphs 2 and 3 of this Article.
5. For each undertaken action by the competent authorities, with regard to international road transport of passengers, the contracting parties are obliged to inform each other.

Joint Committee may foresee the additional criteria's for joint measures up to cancelation of the permit/authorization.

6. The Joint Committee hereof decides on time frames, procedures, on the form of application for authorization, takes and the supporting documents required.

#### **Article 4** **Shuttle and Occasional services**

1. Shuttle and occasional services for transport of passengers operated by buses are subject to a system of authorisations issued by the competent authority in the country of departure and destination.
2. As an exception to the provision of the paragraph 1 of this Article, the services which are listed in the INTRBUS Agreement are exempt from any authorization.
3. The picking up and setting down of passengers during the journey referred to in paragraph 1 of this Article is not permitted.
4. Both contracting parties exchange certain quota of authorizations as referred to in this Article and the same are issued by the competent authority in the country of establishment.
5. The Joint Committee hereof decides on the quota, form, content, validity time frame and operational condition of authorizations as referred to in paragraph 1 of this Article which shall be exchanged on the form of the application and for the other supporting documents required.
6. While performing passenger services the transport operator is required to keep control document in original in the vehicle.

#### **Article 5** **Common Provisions to passenger services**

1. The transport authorizations referred to in Articles 3 and 4 hereof are personal and not transferable to other transport operators, and must be in original in the vehicle, during the whole journey.
2. The running of cabotage services is prohibited. Local trips organised solely for a group of passengers brought to that location by the same transport operator are not deemed to be cabotage services provided that they are entered on the control document.

### **III. GOODS TRANSPORT**

#### **Article 6**

1. Transport operators of one Contracting Party have the right to perform international transport of goods, and may perform such transport between the territories of the two Contracting Parties, in transit across these territories without any permits.
2. Transport of goods to/for the third countries is subject of the permit system.
3. The Joint Committee hereof may agree for the competent authorities of both contacting parties exchange certain number of the permits for transport operations to/from the territory of any third country in meantime. The Joint Committee has right to exempt permit system for certain type of transport up to complete liberalization.

#### **Article 7 Cabotage**

Transport operators with permanent place of residence at the territory of either contracting party may not carry out transport services between two places at the territory of the other contracting party, except by special authorization for such purpose issued by the competent authority of the other contracting party.

### **IV. COMMON PROVISIONS**

#### **Article 8 Taxes, charges and other fees**

1. Transport operators registered in the territory of one Contracting Party and which temporarily perform operations on the territory of the other Contracting Party under the terms of this Agreement are exempt, according to the reciprocity principle, from payment of all taxes and charges related to ownership, registration and operation of the vehicle.
2. The fuel contained in the normal, by the manufacturer built-in fixed tanks of the vehicle intended to drive the vehicle and operate motor vehicles at controlled temperature, as well as lubricants and spares are exempt from all import duty in the territory of the host country, in accordance with the legislation of the contracting parties respectively.
3. The transport covered by the provisions of this Agreement is subject in the host country to road user charges, tolls and other duties levied for the use of the road network, bridges, tunnels etc. in the host country. The tolls and charges levied to local and foreign transport operators shall be non-discriminatory.
4. The Joint Committee hereof may, according to the reciprocity principle, decide to exempt transport operators of the contracting parties from payment road user charges.

**Article 9**  
**Weights and dimensions of vehicles**

1. The permissible maximum weight, axle weight and dimensions of vehicles must not exceed those entered in the registration documents nor the upper limits in force in the host country.
2. The use in the host country of vehicles whose weight and dimensions exceed the permissible upper limits is permitted only with a special authorization issued by the competent authority of the host country and applied for it in advance.

**Article 10**  
**Equipment and other characteristics of vehicles**

1. Vehicles carrying dangerous goods or perishable goods must be fitted out and equipped in accordance with the international regulations.
2. Equipment used to monitor crew driving and rest time on vehicles must comply with the international regulations.
3. The Contracting Parties undertake to promote, within the framework of this Agreement, the use of vehicles meeting safety and emission standards, in accordance with the EU regulation concerning this field and the same are applied in accordance with the undertaken international obligations.

**Article 11**  
**Control**

The permits and all other documents foreseen under this Agreement, as well as under multilateral agreements to which both Contracting Parties are Parties or under the national law such as waybill, passenger list etc. must be kept in the vehicles and be produced at the request of the control authorities of the Contracting Parties.

**Article 12**  
**Obligations of transport operators and infringements**

1. The transport operators of a Contracting Party have a duty, when in the territory of the other Contracting Party, comply with the obligations arising from multilateral international agreements to which the Contracting Parties are Parties too, as well as from other bilateral Agreements and national legislation, particularly in the field of traffic and infringements, customs regulations and other permit conditions and restrictions.
2. In the event of any infringement of the provisions of this Agreement by a transport operator, the competent authority of the host country shall notify the competent authority



of the country of establishment with the intention that the latter authority takes the necessary steps against the transport operator, as provided for by its national legislation.

3. The provision of the paragraph 2 of this Article shall not exclude the measures taken by the judicial or other competent authorities of the host country.
4. In the event of repeated serious infringements committed on the territory of the host country, the competent authority of the host country may alone or upon request of the competent authority of the country of establishment take the following actions:
  - a) issue a warning to the transport operator;
  - b) prohibit access to the territory of the Contracting party in which an infringement was done.
5. Competent authorities of the Contracting Parties shall keep each other informed of the sanctions imposed from the paragraph 4 of this Article.

### **Article 13 Cooperation and Joint Committee**

1. The competent authorities of the Contracting Parties are obliged to take all the necessary steps for the application of this Agreement and shall keep each other informed on any useful information and on any change in national law in road transport area.
2. The competent authorities shall set up Joint Committee for the purpose of implementation of this Agreement and consideration of all questions concerning relations between Contracting Parties in the field of road transport, including aspects related to safety, the drivers personal documents as well as the vehicles documents environmental protection, vehicles crew, technical issues, the vehicles insurance policy, promotion of enterprises from the field of road transport, mutual cooperation and settlement of controversial matters.
3. Upon the demand of the Contracting Party, the Joint Committee will meet at least once a year.

## **V. FINAL PROVISIONS**

### **Article 14 Entry into force and period of validity of the Agreement**

1. This Agreement shall enter into force 30 days after the date of receipt of the latter written notice through diplomatic channels by which the Contracting Parties have notified each other that the procedures for its entry into force in accordance with national legislation have been completed.

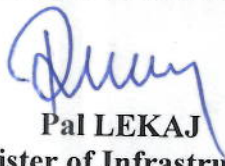
2. This Agreement shall remain in force for an unidentified period of time, unless it is terminated by written notice through diplomatic channels by one of the Contracting Parties. In that case, the termination of the Agreement shall take effect six months after the other Contracting Party has received the above-mentioned notice.

In witness whereof the undersigned, being duly authorized there to by the respective government, have signed this Agreement.

Done in **Podgorica** on the **1<sup>st</sup> of August 2018**, in two originals, each in Albanian, Montenegrin, Serbian, and the English languages, all texts being equally authentic.

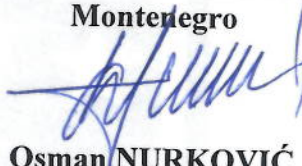
In the event of dispute or divergence in the interpretation of this Agreement, the English text shall prevail.

**For the Government of  
the Republic of Kosovo**



**Pal LEKAJ  
Minister of Infrastructure**

**For the Government of  
Montenegro**



**Osman NURKOVIĆ  
Minister of Transport and Maritime Affairs**