



REPUBLIKA E KOSOVËS – PRESIDENTI
REPUBLIC OF KOSOVO – THE PRESIDENT
REPUBLIKA KOSOVA – PREDSIEDNIK

**DECREE FOR RATIFICATION OF THE
INTERNATIONAL AGREEMENT**

Pursuant to Article 18, paragraph 2 of the Constitution of the Republic of Kosovo and Article 4, paragraph 3 of the Law Nr.03/L-004 for the Ministry of Foreign Affairs and Diplomatic Service, I hereby issue the following;

Decree

Ratification of the Agreement for Cooperation in the fields of international road transport of passengers and goods, between the Government of the Republic of Kosovo and the Council of Ministers of the Republic of Albania, signed in Prishtina on 22 July 2011, and received by the Office of the President Republic of Kosovo on 3 October 2011.

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

The ratified agreement shall enter into force on the day of its publication in the Official Gazette.

Decree No: DMN-026-2011

Prishtina, 07 October 2011

Atifete Jahjaga
President of the Republic of Kosovo

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF KOSOVO

AND

THE COUNCIL OF MINISTERS OF THE REPUBLIC OF ALBANIA

ON INTERNATIONAL ROAD TRANSPORT

OF PASSENGERS AND FREIGHT

Government of the Republic of Kosovo and the Council of Ministers of the Republic of Albania,
hereinafter referred to as Contracting Parties:

With the desire to contribute to the development of trade and economic relations between both
countries;

Determined to promote cooperation in the framework of road transport to market;

Concerned about environmental and human protection, rational energy use, road safety and improving
the working conditions of drivers;

Likely development of intermodal transport;

Taking into account the European liberalization process which contributes to the free movement of
goods and services, and the free movement of people,

Have agreed as follows:

PART I

GENERAL PROVISIONS

Article 1

Purpose

The provisions of this Agreement serve to road transport of goods and passengers between, to and
transit through the territories of Contracting Parties, and to or from third countries, carried by carriers
located in the territory of one Contracting Party.

This Agreement does not affect the rights and obligations under other international agreements that
have signed the Contracting Parties.

Article 2

Definitions

Terms used in this Agreement have the following meanings:

1. "Transport operator" means any natural or legal person settled in the territory of one
Contracting Party and authorized to carry out transportation of passengers or goods for hire or
to third parties or on its own account in accordance with certain laws and national regulations.

2. "Vehicle" means a motor vehicle or combination of vehicles, at least is registered in the territory of one Contracting Party, and which is used exclusively for transporting goods.
3. "Transport" means the movement of the vehicle, with or without load even if the motor vehicle, trailer or semi-trailer transported by rail for part of the trip.
4. "The international transport of goods means":
 - a) A journey undertaken by a vehicle, where the starting point is in the territory of one Contracting Party and the arrival point is in the territory of another Contracting Party, with or without the transit of one or more third countries;
 - b) A journey undertaken by a vehicle from the territory of a Contracting Party to a third country or vice versa, with or without transit through the territory of another Contracting Party.
 - c) A journey undertaken by a vehicle between third countries, transit through the territory of one or both Contracting Parties.
 - d) A journey without load in relation to transport mentioned in the letters "a", "b", and "c".
5. "Cabotage" means the operation of transporting passengers and goods loaded at one point in the territory of a Contracting Party and their discharge to a point of the territory of the same contracting party, via a vehicle registered in the territory of other Contracting Party.
6. "The territory of one Contracting Party" means the territory of the Republic of Albania and the territory of the Republic of Kosovo.
7. "Place of establishment" means the territory of the Contracting Party in which the transport operator is established and the vehicle is registered.

8. "Host Country" means the territory of a Contracting Party, in which a transport operator operates, in addition to the territory of the Contracting Party of the operator's deployment.
9. "Bus" means a vehicle with more than nine seats, which includes the driver, constructed and equipped to transport passengers and their baggage and, which is registered in the territory of one Contracting Party.
10. "Regular passenger service" means a service where passengers are transported in specified intervals along specified routes, where passengers embark or subtracted at stops predetermined before.
11. "Regular services, specialized" mean the bus services, organized by the transport operator, which provides transportation of a specified category of passengers with the exception of other passengers.

Regular specialized services will include:

- Transportation: work – home of employees;
- Transportation of school pupils and students in educational institutions and their return,
- Urban transport to the border areas.

The fact that a regular service, specialized may vary according to the needs of users will not affect its classification as a regular service.

12. "Occasional services" mean services that do not fit the definition of regular services, including regular specialized services, and which are characterized by the fact that they carry groups of passengers gathered at the initiative of clients or the carrier.

13. "Transport for own account" means:

a. Case of passenger transport, where transport is performed for non-commercial and non-profit by transport operators, provided that:

- the transport is only a support activity for the transport operator,
- vehicles used are owned by the transport operator or made available to him through a contract hire or leasing and are led by staff members of the transport operator or by the transport operator;

b. the case of freight transport for own account, when the following conditions are met:

- i) goods transported must be owned by the company or be sold, bought, given or hired, produced, extracted, processed or repaired by the company;
- ii) the purpose of the trip must be transport of goods to or from the enterprise, or their movement, either within or outside the enterprise for its own demands.
- iii) vehicles for such transportation must be conducted by employees of the enterprise;
- iv) vehicles transporting goods must be owned by the company or be acquired of it in installments or rented without driver;
- v) transport assistance should be in all activities of the enterprise.

14. "Document Control" means the documents under section 14 of this Agreement.

15. "International transport license" means the right to perform international transport of passengers or goods, for the third or rent.
16. "Authorization/permit means a document issued by the competent authority of each Contracting Party which guarantees the right/possibility that the vehicle registered in the territory of another Contracting Party to perform the journey to or through the territory of Contracting Party issuing the authorization/permission.
17. "Transit" means the transportation of passengers and/or goods from the vehicle registered in the territory of one of the Contracting Parties through the territory of another Contracting Party.
18. The term "dangerous goods" means goods for the quality, features, and their characteristic features, when transported, loaded, unloaded, and stored, can cause damage to equipment, buildings, constructions, and cause death, injury, or disease of humans, animals, and damage to the environment.

PART II

PASSENGER TRANSPORTATION

Article 3

Market access

Regular Services

1. Regular passenger services are performed between the territories of the Contracting Parties or in transit through their territories are subject to the authorization system.
2. The request submitted to the competent authority of the Contracting Party, where is located the operator and the vehicle is registered, who can accept it or not. If the request is granted the above-mentioned authority shall communicate to the competent authority of another Contracting party.

3. Decision to grant or refuse to authorize taken within a period of 30 days, except for special circumstances.

The Joint Committee established under Article 17 of this agreement, as follows, sets the pattern, the period of operation and validity of the authorization, and other necessary documents.

Powers of regular services shall specify the following:

- a) types of service;
 - b) route service, providing in particular the point of departure and point of arrival;
 - c) period of validity of the authorization and the period of operation,
 - d) stations and the schedule.
4. Changing of operating conditions and cancellation of service determined pursuant to the procedures set forth in paragraphs 2 and 3 of this article.
 5. Regular specialized services, as defined in paragraph 11, article 2, are not subject to authorization, but are subject to control of the contract concluded between the organizer and the carrier. If there are no demands for this service anymore, the transport operator may request cancellation by the competent authority, announcing three month before the competent authority, which issued authorization, and customers.

Article 4

Regular services within the territory of a Contracting Party through the territory of another Contracting Party

1. Regular passenger services by bus, which carried from the territory of one Contracting Party, transit through the territory of another Contracting Party in the territory of the first

Contracting Party, are not subject to the authorization issued by the competent authority of another Contracting Party.

2. Regular passenger services by bus, within the country of a Contracting Party, transit through the territory of the other Contracting Party shall be performed when the following conditions are met:
 - a) The points of entry to and exit and from the territory of another Contracting Party are different.
 - b) The travel route traversed by the vehicles of one Contracting Party in the territory of another Contracting Party shall be carried out in the road segment that is located closer to the border of the two Contracting Parties.
 - c) This service on this road segment should be conducted behind closed doors.
3. In the case of such a service, the competent authority at the point of departure and arrival sends the competent authority of another Contracting Party, a copy of the application together with its assessment and accompanying documents. The competent authority gives its opinion within 30 days upon receiving the request.
4. These kind of regular services are available as for operators of regular international services of passengers, as well as for operators of regular services within the country.
5. Transport operator of a Contracting Party, which performs part of his itinerary through the territory of another Contracting Party shall apply the laws and rules that are applicable to road transport in the other Contracting Party.

6. The time needed for passengers and baggage checks at border crossing points should not be longer than a routine check conducted by the road control bodies within the territory of a Contracting party.
7. While performing the operation, transport operator must be equipped with the necessary documents under article 14.
8. The Joint Committee established under Article 17 of this Agreement decides on the necessary documents which must have the transport operator.

Article 5

Occasional services

1. Occasional services of passengers carried out between the territories of Contracting Parties and in transit through their territories performed by the buses must be accompanied by a travel document issued by the competent authority of the Contracting Parties where is located the transport operator. Terms of use and content of the travel document (list of passengers) will be determined by the Joint Committee established under article 17 of this Agreement. Passenger travel document, completed in full, will be held on the vehicle throughout the journey.

Article 6

Transport for own account

1. Transport for own account is exempt from authorization, but is subject to the certificate.
2. Certificates will be issued by the responsible authorities in the Contracting Party where the transport operator is established and will be valid for travel in the entrance that includes transit in the host country.

3. The competent authorities of both Contracting Parties shall recognize passenger transport certificates issued by the bodies charged in the Contracting Party where the transport operator is established.

PART III

FREIGHT TRANSPORT

Article 7

Market entry

1. The agreement will apply to international road transport of goods to, in, from or through the territory of one or both of the two Contracting Parties, when these transport operators are licensed by the authorities charged in the Contracting Party where the transport operator is set to perform this activity.

International transport of goods will be carried out under license for international transport of goods to third parties or rental.

2. License will be issued to transport operator by the competent authorities of the Contracting Party in the case when:
 - Is located in the territory of that Contracting Party in accordance with its legislation,
 - Is accepted in the activity of transport to carry out international transport of goods by road by the competent authorities of the Contracting Party in accordance with European Community Legislation and national legislation of that Contracting party.

3. Both Contracting Parties shall recognize the licenses of international transport of goods to third parties or rent issued by the responsible authorities in the Contracting Party where the transport operator is established.
4. Licenses are issued without or with long term not less than five (5) years and the right of renewal for a similar period.
5. The license is personal and not transferable to third parties.
6. Transportation to / from third countries is subject to the permits system.
7. The Joint Committee will determine the pattern and number of permits.

Article 8

Transports that are not subject to license

Unlike the provisions of Article 7 of this Agreement, the licenses issued by the competent authorities of the Contracting Parties are not required in the following cases:

1. For international transport of goods for the third or rent and for its own account, as follows, when such transportation are carried to, from or transit through their territories:
 - a) Transport of goods by road with motor vehicles, the permissible total weight of the load of which, including trailers, does not exceed 3.5 tons;
 - b) Appropriate transportation to or from airports where there are deviations of air services;

- c) Transportation of vehicles that are damaged or have gone out of use and journeys for their repair;
 - d) Travel of vehicles without loads sent to replace the damaged vehicle, and its return, after repairing the damaged vehicle;
 - e) Vehicles transport for medical equipment products needed in emergencies, especially in cases of natural disaster and also to provide a humanitarian aid;
 - f) Transport of works and objects of art for fairs and exhibitions or for non-commercial purpose;
 - g) Transportation for non-commercial purposes, the assets, accessories and animals to and from fairs and theater performances, music, movies, sports or circus, and those that are destined for records on the radio or film or television productions;
 - h) Removal of household appliances made by companies with specialized personnel and equipment for this purpose;
 - i) Funeral transport;
 - j) Postal transport conducted as a public service;
 - k) Transport of live bees and fish.
2. The transport of goods by motor vehicles for its own account, if met by the letter "b" of paragraph 13, article 2, for transport of goods by road with motor vehicles overall weight

allowed by the load of which, including and trailers, exceeding 6 tons, or when allowed load of useful, including trailers exceeding 3.5 tons.

3. The Joint Committee established under article 17 of this agreement, may add or delete from the list of categories of transport excluded from the license, other kinds of transport of goods.

Article 9

Cabotage

1. Transport operators licensed to third parties or leased and licensed/certified, for its own account transport in the international transport of goods are permitted to perform cabotage authorization / special permission of the competent authority of the host Contracting Party.
2. Permit / authorization to conduct the operation of cabotage associated with the travel book and completed papers of this book will be returned to the competent authority of the Contracting Party establishment, which has issued permission / authorization, within eight (8) days from the date of expiration of validity.
3. Permit / authorization of cabotage will be issued in the name of the carrier, which is not allowed to transfer to third parties. Each authorization will be used by a vehicle at the same time.
4. The authorization model, accompanying documentation, procedures and fees for the authorization/ permit cabotage are approved by the Joint Committee under article 17 of the agreement.
5. When the cabotage operations carried out without necessary permission or contrary to the legislation for road transport in the territory of the host Contracting Party, where the carrier is located, is punishable under the legislation of the host Contracting Party, where cabotage operation is performed, and the latter immediately notify the competent authority of the Contracting Party, where the transporter is located, for the measure taken.

6. In the case of disorders of the internal market in transport, in the territory of a Contracting Party due to cabotage, any Contracting Party shall notify the Joint Committee under article 17 for this purpose. The Joint Committee will be convened on receipt of such notice and, upon reviewing decide which measures should be taken, which can reach up to the suspension of cabotage operations for a period not longer than six (6) months.

PART IV

GENERAL PROVISIONS

Article 10

Financial Issues

1. Vehicles that carry international road transport of goods, passengers and their luggage and are registered in the territory of the Contracting Party shall be exempt from paying taxes on the ownership, registration and movement of the vehicle under the terms of this agreement.
2. Fuel put in the normal deposits of the vehicle build for this purpose and used for the operation of the vehicle or the equipment for temperature control, as well as for lubricants placed in the vehicles with the sole purpose, their operation, shall be mutually exempted from customs duties and any fees and payment.
3. Not excluded taxes and duties on motor fuel, value added tax (VAT) on transport operations; obligations for payment of special road segments, bridges, use taxes and fees for special permits as provided in Article 12 of this Agreement.
4. Fees of issuance of permits / authorizations are subject to the legislation of each Contracting Party, unless otherwise specified in the Agreement.

Article 11

Customs Relations

1. Spare parts needed to repair a vehicle will now be admitted provisionally under the temporary importation without payment of customs duties and other taxes, and without barriers and import restrictions.
2. Replaced parts shall be cleaned, re-exported or destroyed under the supervision and review of the customs employees.

Article 12

Weight and dimensions

1. Maximum weight allowed, weight for axes and dimensions of vehicles shall not exceed those listed in the registration documents and nor in the highest limits allowed into force in the host country.
2. Use of vehicles, weight and dimensions of which exceed the permissible maximum limits allowed in the host country only with permission (authorization) issued in advance.
3. Competent authorities of the Contracting Parties inform each other mutually to institutions that issue the permit (authorization) of this particular mode of transportation and appropriate fees that must be paid by transport operators.
4. In accordance with paragraph 2, request for a special permit for vehicles that transport cargo weight and dimensions of which exceed the limits allowed in the territory of the host, must contain:
 - a) Name and address of the operator;

- b) The vehicle manufacturer, type and number plates;
- c) Number of axes and the distribution of axes;
- d) Size and weight of vehicles;
- e) Loading capacity;
- f) Size and weight of goods;
- g) If necessary description of the vehicle along with the goods;
- h) Load for each axle;
- i) Address of the loading and unloading;
- j) Planned land border crossing and the date and itinerary.

Article 13

Equipment and other characteristics

1. The two Contracting Parties shall mutually recognize the technical inspection certificates, driver's license and driving license, certificates of ADR for drivers, issued by the respective competent authorities.
2. The two Contracting Parties shall recognize certificates of professional competence for managing the activity of transport enterprises and Certificate of Training for drivers, issued by the respective competent authorities.

3. The Joint Committee established under Article 17, of this Agreement may expand the list of documents that are subject to mutual recognition by Contracting Parties to this agreement.
4. Vehicles carrying dangerous goods must be suitable and equipped in accordance with the requirements of the European Agreement concerning the International Road Transport of Dangerous Goods of 30 September 1957, as amended (ADR).
5. Equipment used to control the time of vehicle drivers must comply with the provisions of the European Agreement concerning the work of crews of vehicles engaged in International Road Transport of July 1970, as amended (AETR).
6. Vehicles that transport perishable goods that must be provided and equipped in accordance with the needs of the European Agreement concerning the International Transport of Perishables and Special Equipment Used in these Transports (ATP) of 1 September 1970, as amended.
7. Contracting Parties undertake promotions in the use of vehicles that meet international standards of safety and the environment.

Article 14

Documents control

Permits, authorizations, licenses, or certificates of vehicles, the consignment notes, list of passengers (travel document), and any other documents pursuant to this Agreement, and insurance, training certificates and all other documents required on the basis of multilateral and international agreements, or under national legislation of Contracting Parties to this Agreement, are subject to control and should be kept in the vehicle, and submitted to the authorized officials to control them whenever required.

Article 15

The obligations of transport operators and violations

1. Transport operators in the country of the Contracting Party and the crews of vehicles must comply with national legislation in force of that country when in the territory of another Contracting party.
2. In case of any violation of the provisions of this Agreement by the transport operator in the country of the Contracting Party, the competent authority of the Contracting Party in whose territory the offence occurred, without prejudice to legal proceedings in that country, shall notify the competent authority of the other Contracting Party, who will take such measures as are prescribed by national legislation of that country. In particularly serious cases, the competent authority of the host country may temporarily restrict access to its territory awaiting a decision by the competent authority in the country of deployment. The competent authorities of the Contracting Parties shall inform each other mutually, for decisions taken.
3. Contracting Parties will give each other mutual assistance in the implementation and monitoring of this Agreement. They will exchange information through their respective competent authorities specified in Article 18.

Article 16

Common control points in the facilities of border crossing procedures

1. In order to guarantee the necessary formalities of border crossing points to be as affective and intense, the Contracting Parties shall meet at border crossing points for international transport of goods following minimum requirements:
 - a) Environments that enable the joint control between the Contracting Parties (one – stop technology), 24 hour per day, justifying the needs of work and road traffic rules;

- b) Separation of traffic for different types of traffic on both sides of the border that allows giving priority to vehicles which have valid documents for transit in international customs or vehicles that transport live animals or perishable foods and passenger transport vehicles;
- c) Control areas in particular lane (off- lane) for the random checks for the load and vehicle;
- d) Adequate parking facilities and stationing;
- e) Recreational environments (facilities), hygiene and interconnection for drivers;
- f) Support of forwarding agents in the setting of appropriate facilities at border crossing points with the intention that they can provide services to transport operators.

Article 17

The Joint Committee

1. Competent authorities of the Contracting Parties shall regulate all matters relating to the implementation and use of this Agreement.
2. For this purpose, the Contracting Parties will establish a Joint Committee.
3. The Joint Committee shall meet regularly every year at the request of one of the Contracting Party, mutually in the territory of a Contracting Party. At meetings of the Joint Committee will have representatives of the competent authorities of the administration of the Contracting Parties which can invite representatives of road transport associations.

4. The Joint Committee shall determine its own procedures and rules. The meeting should end with the drafting of a protocol to be signed by the heads of delegations of each Contracting Party.

5. The Joint Committee will decide on the conditions for issuance, use, content and type of permits or authorizations and market entry conditions of road transport operators. The Joint Committee may extend the types of transport for which are not required license, permits and authorizations.

6. The Joint Committee will pay particular attention for the following issues:

Harmonious development of transport between the Contracting Parties, taking into account among others environmental aspects involved;

Coordination of transport policies, transport legislation and its implementation by Contracting Parties at national and international level;

Formulation of possible solutions to the respective national authorities if there are problems, especially in the field of taxation, social, customs and environmental issues, including public order issues affecting transport operations;

Exchange of relevant information;

Method of determining the size and weight;

Promotion of cooperation between enterprises and transport institutions;

Promotion of combined transport, which includes all issues relating to market access;

Performance progress made in the procedures of border crossing points.

Article 18

Competent authorities

1. Competent Authorities for implementation of this Agreement are:

For the Republic of Kosovo: Ministry of Infrastructure.

For the Republic of Albania: Ministry of Public Affairs and Transport.

2. In the case of changes to the competent authorities as stated in this paragraph, the names of the competent authorities shall be communicate to the other Contracting Party through diplomatic channels.

PART V

FINAL PROVISIONS

Article 19

Entry into force and duration of the Agreement

1. This Agreement shall enter into force 30 days after receiving the last written notification by which the Contracting Parties notify each other that their internal legal procedures, necessary for its entry into force have been completed.
2. This Agreement remains into force for an indefinite period. Each Contracting Party may denounce it by written notification. The Agreement will be resolved three months after the date of receipt of such notification.
3. At the same time the agreement dated 17.06.2002 "On International Road Transport of Goods and Passengers", Between the Council of Ministers of the Republic of Albania and the Provisional Institutions of Self-Government of Kosovo", is repealed.

In witness whereof, the undersigned, being duly authorized, properly for this, have signed this Agreement.

Done at on in two original copies in English.

FOR THE GOVERNMENT
OF THE REPUBLIC OF KOSOVO
Ministry of Infrastructure
Mr. Fehmi MUJOTA, Minister

FOR THE COUNCIL OF MINISTERS
OF THE REPUBLIC OF ALBANIA
Ministry of Public Affairs and Transport
Mr. Sokol OLLDASHI, Minister