



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

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 on International Road Transport of passengers and goods, between the Government of the Republic of Kosovo and the Government of the Republic of Croatia, signed in Prishtina on 24 August 2011, and received by the Office of the President of the 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-028-2011

Prishtina, 07 October 2011

Atifete Jahjaga
President of the Republic of Kosovo

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF KOSOVO

AND

THE GOVERNMENT OF THE REPUBLIC OF CROATIA

ON INTERNATIONAL ROAD TRANSPORT OF PASSENGERS AND GOODS

The Government of the Republic of and the Government of Kosovo the Republic of Croatia, (hereinafter referred to as "the Contracting Parties");

Anxious to establish to the development of trade and economic relations between 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 transport intermodality;

Recognising 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. This 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 other Contracting Party or in transit through territory of one of the Contracting Parties.
2. This Agreement does not affect the rights and obligations arising from the other international agreements by which the Contracting Parties are bound.

Article 2 Definitions

For the purposes of this Agreement:

1. "Transport Operator" shall mean 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" shall mean a motor vehicle or a combination of vehicles, registered in the territory of one of the Contracting Parties and by virtue of its construction and equipment intended for the international transport of passengers or goods by road, at the disposal of transport operator through being its own property or through a hiring or leasing contract.
3. "Transport" shall mean the operations of a vehicle, either laden or unladen, including the transport of vehicles by train or boat for a part of the journey.
4. "Cabotage" shall mean the transport of passengers or goods between some points within the territory of one Contracting Party carried out by a transport operator of the other Contracting Party.
5. "Combined Transport" shall mean the transport of goods whereby the lorry, 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" shall mean respectively the territory of Republic of Kosovo and the territory of the Republic of Croatia.
7. "Country of establishment" shall mean the country of the Contracting Party in which the transport operator is established and in which the vehicle is registered.
8. "Host country" shall mean the country of the Contracting Party in which the transport operator is operating without its vehicle being registered there and without the transport operator being established there.
9. "Regular passenger service" shall mean 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.
10. "Shuttle service" shall mean a service whereby, by means of repeated outward and return journeys, previously organised 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 50 km radius. Each group consisting of the passengers who made together the outward journey, shall 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.
11. "Occasional service" shall mean 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.
12. "Control document" shall mean the waybill for buses, made in conformity with the specimen agreed upon by the Joint Committee referred to in Article 13 of this Agreement.

II PASSENGER TRANSPORT

Article 3

Regular passenger services

1. Regular passenger services shall be subject to permit regime issued by the competent authority in the country of departure, destination and transit.
2. The application for permit referred to in the paragraph 1 of this Article shall 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, the permit is communicated to the competent authority of the other Contracting Party.

The Joint Committee referred to in Article 13 of this Agreement shall decide on the form the application for permit takes and the supporting documents required, as well as on environmental, safety and other conditions for the issue of a permit.

3. The permit shall be issued by mutual agreement of the competent authorities of the Contracting Parties.

The decision to grant or refuse a permit shall be taken by the competent authorities of the Contracting Parties within a period of 90 days from the date of receipt of the application for permit 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 permit referred to in the paragraph 1 of this Article shall be 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 shall be decided according to the procedure set out in paragraphs 2 and 3 of this Article.

If there is no longer any demand for the service, the operator can cancel it informing the competent authorities which issued the permits and customers as well, within the period fixed by the Joint Committee referred to in Article 13 of this Agreement.

Article 4 Occasional and shuttle services

1. The occasional services and shuttle services operated by buses shall be subject to a permit regime.
2. As an exception to the provision of the paragraph 1 of this Article, the services listed below shall be exempt from the permit regime in the territory of the Contracting Parties:
 - 2.1 closed-door tours whereby the same bus is used to carry the same group of passengers throughout the journey and to bring them back to the place of departure, in the country where the transport operator is established;
 - 2.2 services carrying passengers from the place of departure in the territory of the Country of establishment of the transport operator to the destination and making the return journey unladen;
 - 2.3 services which make the outward journey unladen and the return journey laden, provided that the passengers:
 - a) constitute a group formed under a contract of transport entered into before their arrival in the territory of the host country where they are previously picked up and carried into the territory of the country of establishment;
 - b) have been previously brought by the same transport operator in the territory of the Contracting Party where they are picked up again and carried into the territory of the country of establishment;
 - c) have been invited to travel into the territory of the country of establishment of the transport operator, the cost of transport being borne by the person issuing the invitation.
3. The picking up and setting down of passengers during the journey referred to in the paragraph 2 of this Article shall not be permitted unless special authorisation is granted by the competent authority of the host country.
4. The permit application referred to in the paragraph 1 of this Article should be made to the competent authority in the country of establishment.
5. The Joint Committee referred to in Article 13 of this Agreement shall decide on the form that the permit application takes and other supporting documents required.

The permit shall be issued or rejected within the period of 30 days following the date of receipt of the request for permit, unless there are unpredictable circumstances.

In the event of unpredictable circumstance, this deadline may be changed on which the competent authorities shall keep each other informed.
6. While performing passenger services the transport operator shall be required to keep a control document in the vehicle.

Article 5
Common provisions to passenger services

1. The transport permits referred to in Articles 3 and 4 of this Agreement are personal and not transferable to other transport operators.
2. The running of cabotage services shall be 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
Permit regime

1. Transport Operators may perform goods transport between the territories of the Contracting Parties as well in transit through them without permits.
2. Transport Operators may perform goods transport between the territories of the host country and third countries only if they have previously obtained permits issued by the Competent Authority of the host country.
3. The permit shall be used only by the Transport Operator to whom it is issued and shall not be transferable. The permit must be kept in the vehicle during the whole journey and must be produced at the request of any authorized control officials.
4. The Competent Authorities of both Contracting Parties shall annually exchange certain number of permits for goods transport agreed by the Joint Committee referred to in Article 13. The Joint Committee has the right to exempt permit regime for certain type of transport up to complete liberalization.
5. Cabotage shall only be permitted with the special permit of the competent authority of the host country.

Article 7
Exemption from permit regime

1. As an exception to the provisions of Article 6 of this Agreement, the following categories of transport shall be exempted from permit regime:
 - a) transport by vehicles whose Total Permissible Laden Weight, including trailers, does not exceed 6 tonnes, or when the permitted payload, including trailers, does not exceed 3.5 tonnes;
 - b) occasional transport to or from airports in cases where regular air services are diverted;
 - c) transport of vehicles which are damaged or have broken down and the transport of vehicles to be repaired;
 - d) unladen runs by a goods vehicle sent to replace a vehicle which has broken down in the territory of one of the Contracting Party, and also the return run, after repair, of the vehicle that had broken down;
 - e) transport of livestock in specially built or permanently converted vehicles for the transport of livestock and are recognized as such by the competent authorities in the country of establishment;

- f) transport of spare parts and provisions for aircraft and ocean-going ships;
 - g) transport of medical supplies and equipment needed for emergencies, especially in response to natural disasters and humanitarian needs;
 - h) transport of works and objects of art for fairs and exhibitions or for non-commercial purposes;
 - i) transport for non-commercial purposes of properties, accessories and animals to or from theatrical, musical, film, sports or circus performances, fairs or fetes, and the equipment urgently required for radio recordings, film or television production;
 - j) funeral transport.
2. With regard to the transport operations referred to in this Article, the driver must keep all documents that clearly indicate that one of the above kinds of transport is in case.
 3. The Joint Committee referred to in Article 13 of this Agreement may extend the list of transport categories referred to in the paragraph 1 of this Article exempted from the permit requirements.

IV COMMON PROVISIONS

Article 8 Levies

1. Transport by means of vehicles registered in the territory of one Contracting Party and which temporarily operating on the territory of the other Contracting Party under the terms of this Agreement shall be exempted, on the basis of 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 shall be exempted from all import duties in the territory of the host country.
3. The transport covered by the provisions of this Agreement is exempted from payment of road user charges.
4. The transport covered by the provisions of this Agreement shall subject in the host country to tolls and other duties levied for the use of roads, bridges, tunnels etc. in the host country. The tolls shall be levied to local and foreign transport operators indiscriminately.

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 shall be permitted only with a special permit 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 foodstuffs must be fitted out and equipped in accordance with the requirements of the European Agreement Concerning the International Carriage of Dangerous Goods by Road of 30 September 1957, as modified (ADR) and the Agreement on the International Carriage of Perishable Foodstuffs and on the Special Equipment to be Used for Such Carriage (ATP) of 1 September 1970.
2. Equipment used to monitor crew driving and rest time on vehicles must comply with the provisions of the European Agreement Concerning the Work of Crews of Vehicles Engaged in International Road Transport of 1 July 1970, as modified (AETR).

Article 11
Control

The permits and all other documents foreseen under this Agreement, as well as under multilateral agreements by which the Contracting Parties are bound or, under national legislation (waybill, passenger list, insurance certificates, training certificates etc.), must be kept in the vehicles and be produced at the request of the competent 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 to comply with the obligations arising from multilateral international agreements by which the Contracting Parties are bound to, 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. 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 Contracting Parties shall 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 legislation in road transport area affecting application of this Agreement.

2. The Contracting Parties shall establish the Joint Committee for the purpose of implementing this Agreement and considering all questions concerning relations between Contracting Parties in the field of road transport, including aspects related to safety, environmental protection, vehicles crew, technical issues, promotion of enterprises from the field of road transport, mutual cooperation and settlement of disputes.

V FINAL PROVISIONS

Article 14 Competent authorities

1. The Competent Authorities for the implementation of this Agreement are:
 - in the Republic of Kosovo: the Ministry of Infrastructure;
 - in the Republic of Croatia: the Ministry of the Sea, Transport and Infrastructure.

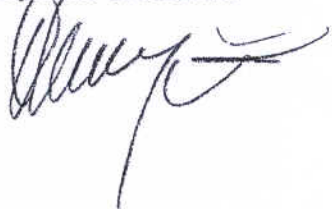
2. The Contracting Parties shall inform each other of any changes concerning the Competent Authorities.

Article 15 Entry into force, duration and denunciation

1. This Agreement shall enter into force thirty (30) days after the date of receipt of the last written notification by which the Contracting Parties have notified each other, through diplomatic channels, that their internal legal procedures for its entry into force have been completed.
2. This Agreement is concluded for an indefinite period of time. Either Contracting Party may denounce this Agreement by giving the other Contracting Party notice in writing through diplomatic channels. In that case, this Agreement terminates six (6) months from the date on which the other Contracting Party has received the denunciation notice.

Done at Prishtina on 24/08/2011 in two originals each in the Albanian, Croatian and English languages, all texts being equally authentic. In case of any divergence in interpretation, the English text shall prevail.

For the Government of
the Republic of Kosovo



For the Government
of the Republic of Croatia

