



REPUBLIKA E KOSOVËS – ZYRA E PRESIDENTIT
REPUBLIC OF KOSOVO – OFFICE OF THE PRESIDENT
REPUBLIKA KOSOVA – URED PREDSEDNIKA

**DECREE ON RATIFICATION OF AN
INTERNATIONAL AGREEMENT**

Pursuant to Art. 18, item 2 of the Constitution of Republic of Kosovo and Art. 4, item 3 of the Law on Ministry of Foreign Affairs and Diplomatic Service, I hereby issue the following:

D e c r e e

On the Ratification of International Passenger and Goods Road Transport Agreement signed between the Government of Republic of Kosovo and the Government of Turkey on 20 May 2010 and received by the Office of President of Republic of Kosovo on 26 may 2010.

The ratified agreement shall be forwarded to the Assembly of Kosovo as a notification, pursuant to Art. 18, item 3 of the Constitution of Republic of Kosovo.

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

Decree No: DMN-017-2010

Pristina, 28 May 2010

Dr. Fatmir Sejdiu
President of Republic of Kosovo

REPUBLIKA E KOSOVES - REPUBLIKA KOSOVA - REPUBLIC OF KOSOVO DEYERIA E KOSOVES - VLADA KOSOVA - GOVERNMENT OF KOSOVA MINISTRIA E TRANSPORTIT DHE POSTE TELEKOMUNIKACIONIT MINISTRY OF TRANSPORT AND COMMUNICATIONS			
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**AGREEMENT
 BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KOSOVO AND
 THE GOVERNMENT OF THE REPUBLIC OF TURKEY ON
 INTERNATIONAL TRANSPORT OF PASSENGERS AND GOODS BY
 ROAD**

The Government of the Republic of Kosovo and the Government of the Republic of Turkey,

Desirous to contribute to the development of trade and economic relations between their countries as well as the development of transport of goods and passengers by road between the two countries, to and from third countries and in transit through their territories within the framework of the market economy,

Hereinafter referred to as "Contracting Parties",

Have agreed as follows:

**PART I
 GENERAL PROVISIONS**

**Article 1
 Scope**

1. The provisions of this Agreement shall apply to the carriers which effectuate the international carriage of goods and passengers by road between the territories of the Contracting Parties, in transit through their territories, to or from third countries and to the vehicles defined in Article 2 of this Agreement.
2. The present Agreement shall not affect the rights and obligations of the Contracting Parties, arising from other international agreements.

**Article 2
 Definitions**

In this Agreement:

1. "Transport Operator" means any natural person or any legal person registered on the territory of one of the Contracting Parties, which transports

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passengers or goods in consideration of a payment or on its own account in accordance with the requirements of the national legislation regulating the access to the profession of transport operator and to the market.

2. **"Vehicle"** means:

- A motor vehicle on its own or a combination of vehicles, a trailer or a semi-trailer;
- A motor vehicle or a combination of vehicles stated above at the disposal of the transport operator intended for the carriage of passengers or goods by road through being its own property or through a hiring or leasing contract.

3. **"Registration"** means the allocation of an identification document, which indicates the owner, the technical specifications and the registration number of the vehicle by the competent authorities. In the case of a combination of vehicles, the motor vehicle is the determining factor in permit issuance or exemption.

4. **"Transport"** means the runs by a vehicle, either laden or unladen on the territory of the country of establishment or the contracting party.

5. **"Cabotage"** means the goods and passenger transport operations performed by a transport operator established on the territory of a Contracting Party between the loading and unloading points located on the territory of the other Contracting Party.

6. **"Territory of a Contracting Party"** means respectively the territory of the Republic of Turkey and the territory of the Republic of Kosovo.

7. **"Transport on own account"** means passenger and goods transport of an enterprise intend solely for or stemming from its own economic activity or serving its own employees, or is performed by a non-profit organization that transports its members in accordance with its social purposes; that transport is carried out without payment on condition that the below stated conditions are covered.

The vehicles used for the transport activities

- are owned by the enterprise or the organization by means of a contract or a leasing act,

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- are operated by a driver who is a member of the staff of the enterprise or the organization,
- carry the goods of the property of the enterprise or the organization or its staff/members.

8. **"Bilateral Transport"** means the transport activity performed with loaded or empty vehicles which starts on the territory of one of the Contracting Parties and ends on the territory of the other Contracting Party.

9. **"Transit Transport"** means the transport activity performed by the vehicles registered in one Contracting Party transiting through the territory of the other Contracting Party without loading/unloading goods – loading/offloading passengers on the territory of this country.

10. **"Third Country Transport"** means the transport activity performed by the vehicles registered in one of the Contracting Parties to a third country through the territory of the other Contracting Party or on the contrary.

11. **"Country of establishment"** means the territory of a Contracting Party within which the transport operator is established and the vehicle registered.

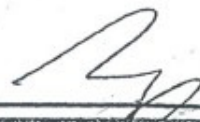
12. **"Host country"** means the territory of a Contracting Party on which the vehicle is not registered and the transport operator not established.

13. **"Bus"** means motor vehicles that are bus, coach, midibus and minibus types and the engineless vehicles with tyre wheels tracted by these being registered in one of the Contracting Parties, and are built and designed for the purpose of transporting more than eight (8) persons in addition to driver.

14. **"Regular passenger service"** means a service where passengers are carried bilaterally or transit over a specified route, according to a timetable and for which set fares are charged. Passengers are picked up or offloaded at predetermined stopping points according to the map of itinerary and the service is accessible to everyone notwithstanding, in some cases, the need to book.

No matter whoever organizes the service, the term "regular passenger service" includes also a service to the exclusion of other categories of passengers and carries specified categories of passengers provided that this service meets the above criteria. This service is called "special regular service".

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15. "Shuttle service" means a service whereby, by means of repeated outward and return journeys, previously formed groups of passengers are carried from an area of departure to an area of destination. Each group, consisting of the passengers who made the outward journey, is carried back to the area of departure on one of the latter journeys. Area of departure and destination respectively mean the area where the journey begins and the area where the journey ends, together with the surrounding locality within a 50 km radius.

The first return journey and the last outward journey in a series of shuttles are made unladen.

The definition of a shuttle service is not influenced by the fact some of the passengers join another group on their return journey, nor by the fact that the first journey to the destination point and the last journey to the starting point are made unladen. That type of shuttle service is called "reversed shuttle".

A shuttle service which provides accommodation for at least 80 per cent of passengers at destination and, if need be, on the journey, with or without meals, is called a "shuttle with accommodation".

16. "Occasional service" means a service falling neither within the definition of a regular passenger service nor within the definition of a shuttle service.

17. "Control document" means the waybill for buses and coaches complying with the form which is agreed upon and confirmed by the Joint Committee referred to in Article 15.

PART II PASSENGER TRANSPORT

Article 3 Regular Passenger Services

1. Regular passenger services operated by bus are subject to a system of authorizations issued by the competent authority in the country of departure and destination. In case of holding authorizations for departure country and destination country another permit is not required for regular transit transports through the territory of the Contracting Party.

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2. The authorization application should be made to the competent authority in the country of establishment of the transport operator. If the authority approves the application, the authorization is communicated to the competent authority of the other Contracting Party. If a bilateral Agreement between the Transport Operator and any of the Contracting Party does not exist, an authorization for a bilateral regular service can be refused.

The Joint Committee set up under Article 15 hereof decides on the form of receiving the authorization applications and supporting documents required.

3. Authorizations are issued mutually after the approval of the competent authorities of the Contracting Parties.

The decision to grant or refuse an authorization is taken within a period of one month unless there are special circumstances.

4. Changes in operating conditions and the cancellation of the service are decided under the rules set out in item 2 and 3 herein.

If there is no longer any demand for the passenger service, the operator can cancel the authorization giving three weeks notice to the competent authorities which issued the authorization and to customers.

Article 4 Shuttle Services

1. Shuttle services operated by bus or coach with or without accommodation are subject to a system of authorizations issued by the competent authority in the country of departure, destination and transit.

2. The authorization application shall be made to the competent authority in the country of establishment of the transport operator.

The Joint Committee set up under Article 15 decides on the form and the content of the authorization application, procedure, number of permits and the conditions of approval, by considering the terms of agreement and the supporting documents required.

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3. The Joint Committee can establish more or fully liberal regime for the shuttle service.


Article 5 Occasional Services

Occasional services shall be exempted from authorisation requirement and be subject to a control document. The conditions of use and content of the control document are laid down by the Joint Committee set up under Article 15 hereof.

Article 6 Common Provisions to Passenger Services

1. Transport authorizations are owned by the transport operator for which the authorizations are issued, they may not be used by and are not transferable to other transport operators.
2. The running of cabotage service is prohibited. Local trips of the same group of passengers brought to a certain location by the transport operator after entering to the contracting party with the waybill of the same group of passengers, are not deemed to be cabotage services.
3. The following categories of transport shall be exempted from the system of permits :
 - 3.1. Empty transit operations,
 - 3.2. Unladen runs by means of entering to the territory of the contracting party or transiting through that territory by a temporarily or permanently exported vehicle having temporary registration number,
 - 3.3. Unladen transport of damaged or broken down vehicles,
 - 3.4. Unladen runs by a vehicle sent to replace a vehicle, which has broken down in another country, and also the unladen return run, after repair of the vehicle that had been broken down.

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**PART III
GOODS TRANSPORT**

**Article 7
Permit System**

1. Transport operators established on the territory of a Contracting Party shall be subjected to permit system in order to undertake:

- transport to/from third countries and the transport operations by entering empty and exiting loaded the territory of the other Contracting Party.

2. Cabotage is only permitted with the special authorization of the Host country:

**Article 8
Common Provisions for Goods Transport**

1. Transport authorizations are owned by the transport operator for which the authorizations are issued, they cannot be used by and are not transferable to other transport operators.

2. When a transport operator changes its unloading customs house on the costumes declaration document after entering the territory of the contracting party and continues to carry goods which is not nationalized yet to another unloading customs house on the territory of the contracting party, this service shall not be deemed to be cabotage services.

3. The bilateral and transit transport activities, except the ones set out in Article 7, are exempted from permit requirements.

**Article 9
Permit Conditions**

1. The competent authorities of the two Contracting Parties shall exchange an agreed number of required permits every year.

2. Permits are granted to resident transport operators by the competent authority or by a body designated by the said authority.

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3. The permits issued under the cover of this Agreement shall be used and valid for solely one (entry-exit) journey unless the Joint Committee decides anything to the contrary.

4. The permits shall be valid until 31 January of the successive calendar year. In the case of combinations of vehicles, the motor vehicle is the determining factor in permit usage or exemption.

5. The Joint Committee set up under Article 15 hereof decides on the procedure and form of the authorization application, number of permits, content and the conditions of approval in compliance with the provisions of Article 7.

PART IV COMMON PROVISIONS

Article 10 Tax Provisions

1. The fuel contained in the normal tanks of the vehicle, which are built by the manufacturer, and intended to drive the vehicle and operate motor vehicles, as well as the lubricants and spares are exempted from all import duties in the territory of the host country provided that the transport operator complies with the relevant customs regulations.

2. The transport covered by this Agreement is subject in the host country to tolls and fees levied for the use of the road network or bridges.

3. The host country may not apply higher user charges or duties levied for the use of road network or bridges to the vehicles of the other Contracting Party than which applied to the vehicles of the country of establishment on the principle of reciprocal basis.

Article 11 Weights and Dimensions

1. The permissible maximum weight, axle weight and dimensions of vehicles must not exceed those stated in the relevant documents nor the upper limits in force in the host country.

2. The transport operations performed on the territory of the contracting party by vehicles whose loaded weight and dimensions exceed the permissible upper limits, sanctions of the national legislations of the contracting parties shall be applied. Notwithstanding, in cases that the permissible limits in terms of weight and dimension are exceeded on grounds that the load is technically an indivisible one, an authorization is required to be given by the host country beforehand.

Article 12 Equipment and Other Characteristics

1. Vehicles carrying perishable goods or dangerous goods must be equipped in accordance with the requirements of the relevant international conventions.
2. Equipment used to monitor driving and resting time of crew on vehicles must comply with the provisions of the relevant international conventions.
3. The Contracting Parties undertake to promote, within the framework of this Agreement, the use of vehicles meeting safety and environmental standards.

Article 13 Control

The documents required for the transport operations under the cover of this Agreement must be carried on board the vehicles and be presented at the request of control officials.

Article 14 Obligations of Transport Operators and Penalties

1. The transport operators of a Contracting Party are obliged, on the territory of the host country, to comply with traffic rules, custom arrangements and other conditions and, if any, restrictions valid in this country, the obligations arising from national legislation and other bilateral agreements as well as this Agreement hereby and the multilateral Agreements to which the two parties are Contracting Parties.
2. The competent authorities in the country of establishment may, in the

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event of serious or repeated infringements committed on the territory of the host country, and at the request of the host country, take the following administrative action:

- issue a warning,
- prohibit access to the territory of the Contracting Party where the infringement(s) was(were) committed.

3. Should the occasion require, the competent authority of the host country may temporarily prohibit the access of the infringer to its territory pending a decision by the authority in the country of establishment.

The Contracting Parties shall keep each other mutually informed on decisions taken.

Article 15 Collaboration and Joint Committee

1. The competent authorities of the Contracting Parties shall take the necessary steps to implement and apply this agreement and pass on any useful information to each other. The competent authorities shall also keep each other mutually informed of any change in national law affecting the application hereof.

The competent authorities shall afford each other mutual assistance for the purpose of implementing this Agreement.

2. A Joint Committee shall be set up, comprising from each Contracting Party the representatives who are assigned and authorized to implement and apply the provisions of this Agreement.

The Joint Committee is responsible for implementing and applying of this Agreement as well as reviewing and solving all questions concerning relations between the Contracting Parties in the field of road transport.

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**PART V
FINAL PROVISIONS**

**Article 16
Competent Authorities**

According to this Agreement the competent authorities shall be as follows:

- for the Republic of Turkey – the Ministry of Transport and Communications
- for the Republic of Kosovo– the Ministry of Transport and Communications

**Article 17
Entry into Force and Duration of the Agreement**

1. This Agreement shall enter into force 30 days following the date of receipt of the second notification through diplomatic channels, by which the Contracting Parties inform each other that the requirements of their internal constitutional process, necessary for the entry into force of the Agreement have been complied with.
2. This Agreement shall remain in force until a written notice of termination is denounced by either Contracting Party. The Agreement is terminated six months following the date of receipt of the diplomatic notification by which the other Contracting Party is informed on the denouncing act.
3. DONE in duplicate in Ankara on 20th May, 2010 in the Albanian, the Turkish and the English languages, each text being equally authentic. In case of any disputes, the English version shall prevail.

FOR
THE GOVERNMENT OF THE
REPUBLIC OF KOSOVO

FOR
THE GOVERNMENT OF THE
REPUBLIC OF TURKEY



Binali YILDIRIM
Minister of Transport and
Communications