

**CIVIL AVIATION**

**Transport Services**

**Agreement Between the  
UNITED STATES OF AMERICA  
and MONTENEGRO**

Signed at Podgorica March 2, 2012



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966  
(80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

## **MONTENEGRO**

### **Civil Aviation: Transport Services**

*Agreement signed at Podgorica March 2, 2012;  
Entered into force March 2, 2012.*

**AIR TRANSPORT AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF**  
**THE UNITED STATES OF AMERICA**  
**AND**  
**THE GOVERNMENT OF**  
**MONTENEGRO**

The Government of the United States of America and the Government of Montenegro  
(hereinafter, "the Parties");

Desiring to promote an international aviation system based on competition among airlines in the marketplace with minimum government interference and regulation;

Desiring to make it possible for airlines to offer the traveling and shipping public a variety of service options, and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Desiring to facilitate the expansion of international air transport opportunities;

Desiring to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air transportation, and undermine public confidence in the safety of civil aviation; and

Being Parties to the Convention on International Civil Aviation, done at Chicago December 7, 1944;

Have agreed as follows:

## **Article 1**

### **Definitions**

For the purposes of this Agreement, unless otherwise stated, the term:

1. "Aeronautical authorities" means, in the case of Montenegro, the Ministry of Transport and Maritime Affairs and the Montenegro Civil Aviation Agency, and in the case of the United States, the Department of Transportation, and any person or agency authorized to perform functions exercised by the Ministry of Transport and Maritime Affairs and the Montenegro Civil Aviation Agency or the Department of Transportation;
2. "Agreement" means this Agreement and any amendments thereto;
3. "Air transportation" means the public carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, scheduled or charter, for remuneration or hire;
4. "Airline of a Party" means an airline that has received its Air Operator's Certificate (AOC) from and has its principal place of business in the territory of that Party;
5. "Convention" means the Convention on International Civil Aviation, done at Chicago December 7, 1944, and includes:
  - a. any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Parties, and
  - b. any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Parties;
6. "Full cost" means the cost of providing service plus a reasonable charge for administrative overhead;
7. "International air transportation" means air transportation that passes through the airspace over the territory of more than one State;
8. "Price" means any fare, rate, or charge for the carriage of passengers, baggage, or cargo (excluding mail) in air transportation, including surface transportation in connection with international air transportation, charged by airlines, including their agents, and the conditions governing the availability of such fare, rate, or charge;
9. "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo, or mail in air transportation;

10. "Territory" means the land areas, internal waters, and territorial sea under the sovereignty of a Party; and

11. "User charge" means a charge imposed on airlines for the provision of airport, airport environmental, air navigation, or aviation security facilities or services including related services and facilities.

## **Article 2**

### **Grant of Rights**

1. Each Party grants to the other Party the following rights for the conduct of international air transportation by the airlines of the other Party:

- (a) the right to fly across its territory without landing;
- (b) the right to make stops in its territory for non-traffic purposes;
- (c) the right to perform international air transportation between points on the following routes:
  - (i) for airlines of the United States, from points behind the United States via the United States and intermediate points to any point or points in Montenegro and beyond; and for all-cargo service, between Montenegro and any point or points;
  - (ii) for airlines of Montenegro, from points behind Montenegro via Montenegro and intermediate points to any point or points in the United States and beyond; and for all-cargo service, between the United States and any point or points; and
- (d) the rights otherwise specified in this Agreement.

2. Each airline of a Party may, on any or all flights and at its option:

- a. operate flights in either or both directions;
- b. combine different flight numbers within one aircraft operation;
- c. serve behind, intermediate, and beyond points and points in the territories of the Parties in any combination and in any order;
- d. omit stops at any point or points;

- e. transfer traffic from any of its aircraft to any of its other aircraft at any point;
- f. serve points behind any point in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services;
- g. make stopovers at any points whether within or outside the territory of either Party;
- h. carry transit traffic through the other Party's territory; and
- i. combine traffic on the same aircraft regardless of where such traffic originates;

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement, provided that, with the exception of all-cargo services, the transportation is part of a service that serves a point in the homeland of the airline.

3. On any segment or segments of the routes above, any airline of a Party may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated, provided that, with the exception of all-cargo services, in the outbound direction, the transportation beyond such point is a continuation of the transportation from the homeland of the airline and, in the inbound direction, the transportation to the homeland of the airline is a continuation of the transportation from beyond such point.

4. Nothing in this Article shall be deemed to confer on the airline or airlines of one Party the rights to take on board, in the territory of the other Party, passengers, baggage, cargo, or mail carried for compensation and destined for another point in the territory of that other Party.

5. Any airline of a Party performing charter international air transportation originating in the territory of either Party, whether on a one-way or round-trip basis, shall have the option of complying with the charter laws, regulations, and rules either of its homeland or of the other Party. If a Party applies different rules, regulations, terms, conditions, or limitations to one or more of its airlines, or to airlines of different countries, each airline of the other Party shall be subject to the least restrictive of such criteria. Nothing in this paragraph shall limit the rights of a Party to require airlines of both Parties to adhere to requirements relating to the protection of passenger funds and passenger cancellation and refund rights. Except with respect to the consumer protection rules referred to in this paragraph, neither Party shall require an airline of the other Party, in respect of the carriage of traffic from the territory of that other Party or of a third country on a one-way or round-trip basis, to submit more than a notice that it is complying with the applicable laws, regulations, and rules referred to in this paragraph or of a waiver of these laws, regulations, or rules granted by the applicable aeronautical authorities.

**Article 3****Authorization**

Each Party, on receipt of applications from an airline of the other Party, in the form and manner prescribed for operating authorizations and technical permissions, shall grant appropriate authorizations and permissions with minimum procedural delay, provided:

- a. substantial ownership and effective control of that airline are vested in the other Party, nationals of that Party, or both;
- b. the airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Party considering the application or applications; and
- c. the other Party is maintaining and administering the provisions set forth in Article 6 (Safety) and Article 7 (Aviation Security).

**Article 4****Revocation of Authorization**

1. Either Party may revoke, suspend, limit, or impose conditions on the operating authorizations or technical permissions of an airline where:
  - a. that airline is not an airline of the other Party under Article 1(4);
  - b. substantial ownership and effective control of that airline are not vested in the other Party, the other Party's nationals, or both; or
  - c. that airline has failed to comply with the laws and regulations referred to in Article 5 (Application of Laws) of this Agreement.
2. Unless immediate action is essential to prevent further noncompliance with subparagraph 1c of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.
3. This Article does not limit the rights of either Party to withhold, revoke, suspend, limit, or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Party in accordance with the provisions of Article 6 (Safety) or Article 7 (Aviation Security).



**Article 5**

**Application of Laws**

1. The laws and regulations of a Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be complied with by such aircraft upon entering, when departing from, or while within the territory of the first Party.
2. While entering, within, or leaving the territory of one Party, its laws and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, crew or cargo of the other Party's airlines.

**Article 6**

**Safety**

1. Each Party shall recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention. Each Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.
2. Either Party may request consultations concerning the safety standards maintained by the other Party relating to aeronautical facilities, aircrews, aircraft, and operation of airlines of that other Party. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards and requirements in these areas that at least equal the minimum standards that may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards, and the other Party shall take appropriate corrective action. Each Party reserves the right to withhold, revoke, suspend, limit, or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Party in the event the other Party does not take such appropriate corrective action within a reasonable time and to take immediate action, prior to consultations, as to such airline or airlines if the other Party is not maintaining and administering the aforementioned standards and immediate action is essential to prevent further noncompliance.

**Article 7****Aviation Security**

1. The Parties affirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular act in conformity with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, done at Tokyo September 14, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, done at The Hague December 16, 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal September 23, 1971, and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal February 24, 1988.
2. The Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, of their passengers and crew, and of airports and air navigation facilities, and to address any other threat to the security of civil air navigation.
3. The Parties shall, in their mutual relations, act in conformity with the aviation security standards and appropriate recommended practices established by the International Civil Aviation Organization and designated as Annexes to the Convention; they shall require that operators of aircraft of their registry, operators of aircraft that have their principal place of business or permanent residence in their territory, and the operators of airports in their territory act in conformity with such aviation security provisions.
4. Each Party agrees to observe the security provisions required by the other Party for entry into, for departure from, and while within the territory of that other Party and to take adequate measures to protect aircraft and to inspect passengers, crew, and their baggage and carry-on items, as well as cargo and aircraft stores, prior to and during boarding or loading. Each Party shall also give positive consideration to any request from the other Party for special security measures to meet a particular threat.
5. When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat.
6. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Party may request immediate consultations with the aeronautical authorities of the other Party. Failure to reach a satisfactory agreement within 15 days from the date of such request shall constitute

grounds to withhold, revoke, suspend, limit, or impose conditions on the operating authorization and technical permissions of an airline or airlines of that Party. When required by an emergency, a Party may take interim action prior to the expiry of 15 days.

## **Article 8**

### **Commercial Opportunities**

1. The airlines of each Party shall have the right to establish offices in the territory of the other Party for the promotion and sale of air transportation.
2. The airlines of each Party shall be entitled, in accordance with the laws and regulations of the other Party relating to entry, residence, and employment, to bring in and maintain in the territory of the other Party managerial, sales, technical, operational, and other specialist staff required for the provision of air transportation.
3. Each airline shall have the right to perform its own ground-handling in the territory of the other Party ("self-handling") or, at the airline's option, select among competing agents for such services in whole or in part. The rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling, ground services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services as if self-handling were possible.
4. An airline of a Party may engage in the sale of air transportation in the territory of the other Party directly and, at the airline's discretion, through its agents, except as may be specifically provided by the charter regulations of the country in which the charter originates that relate to the protection of passenger funds, and passenger cancellation and refund rights. Each airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.
5. Each airline shall have the right to convert and remit to its country and, except where inconsistent with generally applicable law or regulation, any other country or countries of its choice, on demand, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transactions and remittance on the date the carrier makes the initial application for remittance.
6. The airlines of each Party shall be permitted to pay for local expenses, including purchases of fuel, in the territory of the other Party in local currency. At their discretion, the airlines of each Party may pay for such expenses in the territory of the other Party in freely convertible currencies according to local currency regulation.

7. In operating or holding out the authorized services under this Agreement, any airline of one Party may enter into cooperative marketing arrangements such as blocked-space, code-sharing, or leasing arrangements, with

- a) an airline or airlines of either Party;
- b) an airline or airlines of a third country; and
- c) a surface transportation provider of any country;

provided that all participants in such arrangements (i) hold the appropriate authority and (ii) meet the requirements normally applied to such arrangements.

8. Airlines and indirect providers of cargo transportation of both Parties shall be permitted, without restriction, to employ in connection with international air transportation any surface transportation for cargo to or from any points in the territories of the Parties or in third countries, including to and from all airports with customs facilities and to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo air transportation. Such intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

## **Article 9**

### **Customs Duties and Charges**

1. On arriving in the territory of one Party, aircraft operated in international air transportation by the airlines of the other Party, their regular equipment, ground equipment, fuel, lubricants, consumable technical supplies, spare parts (including engines), aircraft stores (including but not limited to such items of food, beverages and liquor, tobacco, and other products destined for sale to or use by passengers in limited quantities during flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transportation shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges that are (a) imposed by the national authorities, and (b) not based on the cost of services provided, provided that such equipment and supplies remain on board the aircraft.

2. There shall also be exempt, on the basis of reciprocity, from the taxes, levies, duties, fees, and charges referred to in paragraph 1 of this Article, with the exception of charges based on the cost of the service provided:

- a. aircraft stores introduced into or supplied in the territory of a Party and taken on board, within reasonable limits, for use on outbound aircraft of an airline of the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Party in which they are taken on board;
  - b. ground equipment and spare parts (including engines) introduced into the territory of a Party for the servicing, maintenance, or repair of aircraft of an airline of the other Party used in international air transportation;
  - c. fuel, lubricants, and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft of an airline of the other Party engaged in international air transportation, even when these supplies are to be used on a part of the journey performed over the territory of the Party in which they are taken on board; and
  - d. promotional and advertising materials introduced into or supplied in the territory of one Party and taken on board, within reasonable limits, for use on outbound aircraft of an airline of the other Party engaged in international air transportation, even when these materials are to be used on a part of the journey performed over the territory of the Party in which they are taken on board.
3. Equipment and supplies referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities.
4. The exemptions provided by this Article shall also be available where the airlines of one Party have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs 1 and 2 of this Article.

## **Article 10**

### **User Charges**

1. User charges that may be imposed by the competent charging authorities or bodies of each Party on the airlines of the other Party shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. In any event, any such user charges shall be assessed on the airlines of the other Party on terms not less favorable than the most favorable terms available to any other airline at the time the charges are assessed.
2. User charges imposed on the airlines of the other Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation, and aviation security facilities and services at the airport or within the airport system. Such charges may include a reasonable return on assets, after

depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Party shall encourage consultations between the competent charging authorities or bodies in its territory and the airlines using the services and facilities, and shall encourage the competent charging authorities or bodies and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 1 and 2 of this Article. Each Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before changes are made.

4. Neither Party shall be held, in dispute resolution procedures pursuant to Article 14, to be in breach of a provision of this Article, unless (a) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Party within a reasonable amount of time; or (b) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

## **Article 11**

### **Fair Competition**

1. Each Party shall allow a fair and equal opportunity for the airlines of both Parties to compete in providing the international air transportation governed by this Agreement.

2. Each Party shall allow each airline to determine the frequency and capacity of the international air transportation it offers based upon commercial considerations in the marketplace. Consistent with this right, neither Party shall unilaterally limit the volume of traffic, frequency, or regularity of service, or the aircraft type or types operated by the airlines of the other Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

3. Neither Party shall impose on the other Party's airlines a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to capacity, frequency, or traffic that would be inconsistent with the purposes of this Agreement.

4. Neither Party shall require the filing of schedules, programs for charter flights, or operational plans by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce the uniform conditions foreseen by paragraph 2 of this Article or as may be specifically authorized in this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on airlines of the other Party.

**Article 12**

**Pricing**

1. Each Party shall allow prices for air transportation to be established by airlines of both Parties based upon commercial considerations in the marketplace.
2. Prices for international air transportation between the territories of the Parties shall not be required to be filed. Notwithstanding the foregoing, the airlines of the Parties shall provide immediate access, on request, to information on historical, existing, and proposed prices to the aeronautical authorities of the Parties in a manner and format acceptable to those aeronautical authorities.

**Article 13**

**Consultations**

Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than 60 days from the date the other Party receives the request unless otherwise agreed.

**Article 14**

**Settlement of Disputes**

1. Any dispute arising under this Agreement, except those that may arise under Article 12 (Pricing), that is not resolved within 30 days of the date established for consultations pursuant to a request for consultations under Article 13 may be referred, by agreement of the Parties, for decision to some person or body. If the Parties do not so agree, either Party may give written notice to the other Party through diplomatic channels that it is requesting that the dispute be submitted to arbitration.
2. Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:
  - a. Within 30 days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;
  - b. If either Party fails to name an arbitrator, or if the third arbitrator is not appointed, in accordance with subparagraph a of this paragraph, either Party may request the President of the Council of the International Civil Aviation Organization to appoint the necessary arbitrator or arbitrators within 30 days. If the President of the Council is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

3. The arbitral tribunal shall be entitled to decide the extent of its jurisdiction under this Agreement and, except as otherwise agreed, shall establish its own procedural rules. The tribunal, once formed, may at the request of either Party recommend interim relief measures pending its final determination. If either of the Parties requests it or the tribunal deems it appropriate, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than 15 days after the tribunal is fully constituted.

4. Except as otherwise agreed or as directed by the tribunal, the statement of claim shall be submitted within 45 days of the time the tribunal is fully constituted, and the statement of defense shall be submitted 60 days thereafter. Any reply by the claimant shall be submitted within 30 days of the submission of the statement of defense. Any reply by the respondent shall be submitted within 30 days thereafter. If either Party requests it or the tribunal deems it appropriate, the tribunal shall hold a hearing within 45 days after the last pleading is due.

5. The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the last pleading is submitted. The decision of the majority of the tribunal shall prevail.

6. The Parties may submit requests for interpretation of the decision within 15 days after it is rendered and any interpretation given shall be issued within 15 days of such request.

7. Each Party shall, to the degree consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

8. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the Council of the International Civil Aviation Organization in connection with the procedures of paragraph 2b of this Article shall be considered to be part of the expenses of the arbitral tribunal.

## **Article 15**

### **Termination**

Either Party may, at any time, give notice in writing to the other Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate at midnight (at the place of receipt of the notice to the other Party) at the end of the International Air Transport Association (IATA) traffic season in effect one year following the date of written notification of termination, unless the notice is withdrawn by agreement of the Parties before the end of this period.



**Article 16**

**Registration with ICAO**

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

**Article 17**

**Entry into Force**

This Agreement shall enter into force on the date of signature.

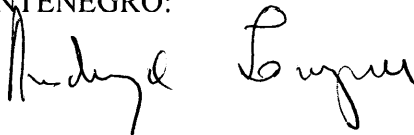
Upon its entry into force this Agreement shall supersede, as between the United States of America and Montenegro, the Air Transport Agreement between the United States of America and the Socialist Federal Republic of Yugoslavia, signed at Washington December 15, 1977, as amended, and the Nonscheduled Air Service Agreement between the United States of America and the Socialist Federal Republic of Yugoslavia, signed at Belgrade September 27, 1973, as amended.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at PODGORICA, this 2<sup>nd</sup> day of MARCH, 2012, in two originals, in the English and Montenegrin languages, both texts being equally authentic.

FOR THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF  
MONTENEGRO:



**SPORAZUM O VAZDUŠNOM TRANSPORTU  
IZMEĐU  
VLADE SJEDINJENIH AMERIČKIH DRŽAVA**

**I  
VLADE CRNE GORE**

Vlada Sjedinjenih Američkih Država i Vlada Crne Gore i (u daljem tekstu "Strane");

U želji da promovišu međunarodni vazduhoplovni sistem, zasnovan na tržišnoj konkurenciji avio-prevozlaca, uz minimalno miješanje vlade i minimum regulative;

U želji da prevoznicima u vazdušnom saobraćaju omoguće da putnicima i špeditorima ponude raznovrsne opcije usluga, kao i u želji da ohrabre same prevoziocce u vazdušnom saobraćaju da razviju i primijene inovativne i konkurentne cijene;

U želji da olakšaju proširenje mogućnosti međunarodnog vazdušnog transporta;

U želji da osiguraju najveći stepen sigurnosti i bezbjednosti u međunarodnom vazdušnom saobraćaju i reafirmišući svoju ozbiljnu zabrinutost povodom akata ili prijetnji protiv bezbjednosti vazduhoplova, koji dovode u opasnost sigurnost lica ili imovine, nepovoljno utiče na obavljanje vazdušnog saobraćaja i podriva povjerenje javnosti u sigurnost civilnog vazduhoplovstva; i

Budući da su Strane potpisnice Konvencije o međunarodnom civilnom vazduhoplovstvu, potpisane u Čikagu 7.decembra 1944.godine;

Dogovorile su se o sledećem:

## Član 1

### DEFINICIJE

Za potrebe ovog Sporazuma, osim ako nije drugačije navedeno, izraz:

1. "Vazduhoplovne vlasti" podrazumijeva, u slučaju za Crnu Goru Ministarstvo saobraćaja i pomorstva i Agenciju za civilno vazduhoplovstvo i u slučaju za Sjedinjene Američke Države, Ministarstvo za transport, i svako lice ili agenciju ovlaštene da obavljaju funkcije koje obavlja Ministarstvo saobraćaja i pomorstva ili Agencija za civilno vazduhoplovstvo ili pomenuto Ministarstvo za transport;
2. "Sporazum" znači ovaj Sporazum i sve izmjene i dopune koje se odnose na njega;
3. "Vazdušni transport" znači javni prevoz putnika, prtljaga, tereta, i pošte vazduhoplovom, odvojeno ili u kombinaciji, redovan ili čarter, uz nadoknadu ili u najmu;
4. "Vazdušni prevoznik Strane" označava vazdušnog prevoznika koji je primio certifikat vazdušnog operatora (AOC) od Strane čije je sjedište na teritoriji te Strane;
5. "Konvencija" znači Konvenciju o međunarodnom civilnom vazduhoplovstvu sklopljenu 7. decembra 1944. u Čikagu, i uključuje:
  - a. svaku izmjenu koja je stupila na snagu shodno članu 94 (a) Konvecije, a ratifikovale su je obje Strane, i
  - b. svaki Aneks ili njegovu izmjenu usvojenu prema članu 90 Konvencije, ako su takav Aneks ili izmjena i dopuna u svakom trenutku na snazi za obje Strane;
6. "Puni trošak" znači trošak pružanja usluge plus opravdani administrativni dodatak;
7. "Međunarodni vazdušni transport" znači vazdušni transport koji se obavlja kroz vazdušni prostor iznad teritorije više od jedne države;
8. "Cijena" znači vozarinu, tarifu ili naknadu za prevoz putnika, prtljaga ili tereta (isključujući poštu) u vazdušnom transportu, uključujući površinski transport u vezi sa međunarodnim vazdušnim transportom, naplaćene od vazdušnih prevoznika, uključujući njihove agente, kao i uslove prema kojima se određuje primjenjivost takvih vozarina, tarifa ili naknada;

9. "Zaustavljanje u nesaobraćajne namjene" znači svako slijetanje koje nema za cilj ukrcavanje ili iskrcavanje putnika, prtljaga, tereta ili pošte u vazdušnom transportu;
10. "Teritorija" znači kopnena područja, unutrašnje vode i teritorijalno more pod suverenitetom Strane; i
11. "Naknada korisnika" znači naknadu koja je nametnuta vazdušnim prevoznicima za obezbjeđivanja aerodroma, aerodromske zaštite životne sredine, vazduhoplovne navigacije, ili sredstava ili usluga vazduhoplovne bezbjednosti uključujući i ostale usluge i sredstva s tim u vezi.

## **Član 2**

### **DAVANJE PRAVA**

1. Svaka Strana daje drugoj Strani sledeća prava za obavljanje međunarodnog vazdušnog transporta od strane vazdušnih prevoznika druge Strane:
- (a) pravo da leti preko njene teritorije bez sletanja;
  - (b) pravo da slijeće na njenu teritoriju u nesaobraćajne namjene; i
  - (c) pravo obavljanja međunarodnog saobraćaja između tačaka na sledećim rutama:
    - (i) za vazdušne prevoznike Crne Gore, od tačaka prije Crne Gore preko Crne Gore i srednjih tačaka do bilo koje tačke ili tačaka u SAD i dalje; i za cjelokupne usluge teretnog transporta, između SAD i bilo koje tačke ili tačaka i
    - (ii) za vazdušne prevoznike SAD-a, od tačaka prije SAD, preko SAD i srednjih tačaka do bilo koje tačke ili tačaka u Crnoj Gori i dalje; i za cjelokupne usluge teretnog transporta, između Crne Gore i bilo koje tačke ili tačaka; i
  - (d) ostala prava utvrđena ovim Sporazumom.
2. Svaki vazdušni prevoznik Strane može, na bilo kojem letu ili svim letovima, prema svom izboru:
- a. obavljati letove ujednom ili oba pravca;
  - b. kombinovati različite brojeve leta unutar jedne operacije vazduhoplova;

- c. opsluživati mjesta prije, mjesta između i mjesta dalje na teritorijama Strana u bilo kojoj kombinaciji ili bilo kakvom redosledu;
- d. izostaviti stajanje u bilo koje mjesto ili mjesta;
- e. transferisati saobraćaj sa bilo kojeg od svojih vazduhoplova na svoj drugi vazduhoplov u bilo kojem mjestu u bilo kom trenutku;
- f. opsuživati mjesta dalje od bilo kojeg mjesta na svojoj teritoriji sa ili bez zamjene vazduhoplova ili broja leta i javno reklamirati takave usluge kao zasebne usluge;
- g. zaustavljati se u bilo kojim tačkama na teritoriji ili van teritorije bilo koje Strane;
- h. obavljati tranzitni saobraćaj preko teritorije druge Strane; i
- i. kombinovati saobraćaj na istom vazduhoplovu bez obzira odakle takav saobraćaj kreće;

bez geografskih ili ograničenja u usmjeravanju i bez gubljenja bilo kojeg prava da obavlja saobraćaj koji je inače dozvoljen ovim Sporazumom, sa izuzetkom cjelokupnog teretnog saobraćaja, pod uslovom da je taj transport dio usluga kojim se opslužuje mjesto na teritoriji zemlje Strane odakle je vazdušni prevoznik.

3. Na bilo kojem segmentu ili segmentima gore navedenih ruta, svaki vazdušni prevoznik Strana može da obavlja međunarodni vazdušni transport bez bilo kakvih ograničenja promjene tipa ili broja vazduhoplova koji se koristi, u bilo kojoj tački na ruti, pod uslovom da, sa izuzetkom cjelokupnog teretnog saobraćaja, prilikom odleta vazduhoplova transport dalje od te tačke predstavlja nastavak transporta od teritorije Strane odakle potiče vazdušni prevoznik, i da prilikom doleta vazduhoplova, transport na teritoriju Strane odakle potiče vazdušni prevoznik predstavlja nastavak transporta koji je otpočeo dalje od te tačke.

4. Ništa se u ovom članu ne može tumačiti se da daje pravo vazdušnom prevozniku ili prevoznicima jedne Strane da, na teritoriji druge Strane, ukrcava putnike, prtljag, teret ili poštu koji se prevoze uz nadoknadu i čije je odredište neka druga tačka na teritoriji te druge Strane.

5. Svakom vazdušnom prevozniku za obavljanje međunarodnog čarter transporta jedne Strane koji započinje prevoz na teritoriji druge Strane, bilo da se radi o jednosmjernom ili kružnom putovanju, ostavljena je mogućnost da se pridržava bilo domaćih zakona, propisa i pravila o čarteru ili onih druge Strane. Ako jedna Strana primjenjuje različita pravila, propise, termine, uslove ili ograničenja prema jednom ili više svojih vazdušnih prevoznika, ili prema vazdušnim prevoznicima različitih

zemalja, svaki vazdušni prevoznik druge Strane podliježe najmanje restriktivnom od takvih kriterijuma. Ništa u ovom stavu ne ograničava jednu od Strana da, od vazduhoplovnih prevoznika obje Strane, zahtijeva da se pridržavaju zahtjeva koji se odnose na zaštitu novčanih sredstava putnika i prava putnika na otkazivanje leta i povraćaj sredstava. Izuzev u pogledu pravila koja se odnose na zaštitu potrošača i koja su navedena u ovom stavu, nijedna Strana ne zahtijeva od vazdušnog prevoznika druge Strane, da u pogledu obavljanja jednosmjernog ili kružnog prevoza sa teritorije te druge Strane ili treće zemlje, podnosi bilo šta više osim obavještenja da će se pridržavati važećih zakona, propisa i pravila iz ovog stava ili obavještenja o izuzeću od zakona, propisa ili pravila koje donose odgovarajuće vazduhoplovne vlasti.

### **Član 3**

#### **OVLAŠĆENJE**

Svaka Strana će, po prijemu zahtjeva od vazdušnog prevoznika druge Strane, u obliku i na način propisan za dobijanje ovlašćenja i tehničkih dozvola, izdati odgovarajuća ovlašćenja i dozvole sa minimalnim proceduralnim kašnjenjem, pod uslovom da:

- a. suštinsko vlasništvo i stvarna kontrola nad tim vazdušnim prevoznikom pripada drugoj Strani, državljanima druge Strane ili obojema;
- b. je vazdušni prevoznik kvalifikovan da ispuni uslove propisane zakonima i propisima koje Strana, koja razmatra zahtjev ili zahtjeve, primjenjuje za obavljanje međunarodnog vazdušnog transporta; i
- c. druga Strana održava i sprovodi standarde navedene u članu 6 (sigurnost) i članu 7 (vazduhoplovna bezbjednost).

### **Član 4**

#### **POVLAČENJE OVLAŠĆENJA**

1. Bilo koja Strana može da povuče, suspenduje, ograniči ili nametne uslove za obavljanje ovlašćenja ili tehničkih dozvola vazdušnom prevozniku u slučaju da:
  - a. taj vazdušni prevoznik nije vazdušni prevoznik druge strane iz člana 1(4);
  - b. suštinsko vlasništvo i stvarna kontrola nad tim vazdušnim prevoznikom ne pripada drugoj Strani, državljanima druge Strane ili obojema; ili

- c. se taj vazdušni prevoznik nije pridržavao zakona i propisa navedenih u članu 5 (primjena zakona) ovog Sporazuma.
2. Ukoliko nije potrebna hitna akcija radi sprečavanja nepridržavanja u skladu sa odredbama podsatava 1c ovog člana, prava utvrđena ovim članom se primjenjuju tek nakon konsultacija sa drugom Stranom.
3. Ovim članom se ne ograničavaju prava jedne ili druge Strane da zadrži, povuče, suspenduje, ograniči ili nametne uslove za obavljanje ovlašćenja ili tehničku dozvolu vazdušnom prevozniku ili prevoznicima druge Strane u skladu sa odredbama člana 6 (sigurnost) ili člana 7 (vazduhoplovna bezbjednost).

## **Član 5**

### **PRIMJENA ZAKONA**

1. Zakoni i propisi jedne Strane koji se odnose na prijem i odlazak sa njene teritorije vazduhoplova angažovanog u međunarodnoj vazdušnoj plovidbi, ili operaciji i navigaciji treba da budu poštovani od takvih vazduhoplova tokom ulaska, prilikom odlaska sa teritorije ili dok su na teritoriji prve Strane.
2. Prilikom ulaska na teritoriju, boravka ili odlaska sa teritorije jedne Strane, zakoni i propisi te Strane, koji se odnose na ulazak na njenu teritoriju ili odlazak sa njene teritorije putnika, posade ili tereta vazduhoplova (uključujući propise koji se odnose na ulazak, odobrenje, vazduhoplovnu bezbjednost, useljenje, pasoše, carinu i karantin, ili ako se radi o pošti, poštanske propise), poštuju se od strane, ili u ime tih putnika, posade ili tereta, vazduhoplovnih prevoznika druge Strane.

## **Član 6**

### **SIGURNOST**

1. Svaka Strana priznaje kao važeća uvjerenja o plovidbenosti, uvjerenja o sposobnosti i licence izdate ili potvrđene od druge Strane a koje su još na snazi u cilju obavljanja vazdušnog transporta predviđenog ovim Sporazumom, pod uslovom da su zahtjevi za izdavanje uvjerenja ili dozvola barem jednaki minimalnim standardima koji mogu biti utvrđeni u skladu sa Konvencijom. Svaka Strana može, međutim, da odbije da prizna kao važeća, za letove iznad svoje teritorije, uvjerenja o nadležnosti i licence odobrene ili priznate od druge Strane za njene državljane.

2. Jedna ili druga Strana može da zatraži konsultacije o standardima sigurnosti koje održava druga Strana, a koji se odnose na vazduhoplovne uređaje, posade, vazduhoplov i rad vazdušnog prevoznika te druge Strane. Ako poslije takvih konsultacija, jedna Strana nađe da druga Strana ne održava i ne sprovodi efikasno standarde i zahtjeve sigurnosti u ovim oblastima, koji su bar jednaki minimalnim standardima koji mogu biti utvrđeni u skladu sa Konvencijom, druga Strana biva obaviještena o tim nalazima i koracima koji se smatraju potrebnim za usklađivanje sa tim minimalnim standardima i preduzima odgovarajuće korektivne aktivnosti. Svaka Strana zadržava pravo da zadrži, povuče, ograniči ili nametne uslove za obavljanje ovlašćenja ili tehničke dozvole vazdušnom prevozniku ili prevoznicima druge Strane u slučaju da druga Strana ne preduzme takvu odgovarajuću korektivnu akciju u razumnom vremenu i da preduzme hitnu akciju, prije konsultacija, kako bi takav vazdušni prevoznik ili prevoznici, ako druga Strana ne održava i ne sprovodi naprijed navedene standarde pa je hitna akcija od suštinskog značaja da se spriječi dalje nepoštovanje.

## **Član 7**

### **VAZDUHOPLOVNA BEZBJEDNOST**

1. Strane potvrđuju da njihova međusobna obaveza da štite bezbjednost civilnog vazduhoplovstva od nezakonitih radnji predstavlja sastavni dio ovog Sporazuma. Bez ograničenja njihovih prava i obaveza prema međunarodnom pravu, Strane posebno postupaju u skladu sa odredbama Konvencije o krivičnim djelima i nekim drugim aktima u vazduhoplovstvu, sačinjene u Tokiju 14. septembra 1963.godine, Konvencije o suzbijanju nezakonitih otmica vazduhoplova, sačinjene u Hagu 16.decembra 1970.godine, Konvencije o suzbijanju nezakonitih akata uperenih protiv bezbjednosti civilnog vazduhoplovstva, sačinjene u Montrevalu 23.septembra 1971.godine i Protokola o suzbijanju nezakonitih akata uperenih protiv bezbjednosti međunarodnih aerodroma, sačinjenog u Montrealu 24.februara 1988.godine.
2. Strane, na zahtjev, pružaju jedna drugoj svu potrebnu pomoć radi sprečavanja nezakonitih otmica civilnih vazduhoplova i drugih nezakonitih radnji uperenih protiv bezbjednosti tih vazduhoplova, njihovih putnika i posada, aerodroma i uređaja za vazdušnu plovību i bilo koje druge prijetnje uperene protiv bezbjednosti civilnog vazduhoplovstva.
3. Strane, u međusobnim odnosima, postupaju u skladu sa standardima o vazduhoplovnoj bezbjednosti odgovarajućim preporučenim praksama koje je utvrdila Međunarodna organizacija civilnog vazduhoplovstva u Aneksima uz Konvenciju; zahtijevaju da operatori vazduhoplova koji su u njihovom registru, operatori vazduhoplova čije je glavno sjedište ili stalno boravište na njihovoj



teritoriji, kao i operatori aerodroma na njihovoj teritoriji, postupaju u skladu sa odredbama o vazduhoplovnoj bezbjednosti.

4. Svaka Strana se slaže da poštuje odredbe o vazduhoplovnoj bezbjednosti koje druga Strana zahtijeva za ulazak na teritoriju, za vrijeme boravka ili odlaska sa teritorije te druge Strane i da primjenjuje adekvatne mjere za zaštitu vazduhoplova i pregled putnika, posade, njihovog prtljaga i ručnog prtljaga kao i tereta i zaliha vazduhoplova, prije i za vrijeme ukrcavanja ili utovara. Svaka Strana blagonaklono razmatra svaki zahtjev druge Strane za primjenu specijalnih mjera bezbjednosti zbog određenih prijetnji.
5. U slučaju pojave nekog incidenta ili prijetnje incidentom nezakonite otmice civilnog vazduhoplova, ili drugih nezakonitih radnji uperenih protiv bezbjednosti putnika i posade, vazduhoplova, aerodroma ili uređaja za vazdušnu plovību, Strane pomažu jedna drugoj olakšavanjem komunikacije i drugim odgovarajućim mjerama namijenjenim za brzo i bezbjedno okončanje incidenta ili prijetnje.
6. U slučaju kada jedna Strana ima opravdanu osnovu da vjeruje da se druga Strana ne pridržava odredaba o vazduhoplovnoj bezbjednosti iz ovog člana, nadležne vazduhoplovne vlasti te Strane mogu zahtijevati hitne konsultacije sa vazduhoplovnim vlastima druge Strane. Ako se u roku od 15 dana nakon podnošenja zahtjeva ne postigne zadovoljavajući dogovor, stvaraju se osnove za zadržavanje, opoziv, suspenziju, ograničenje ili nametanje uslova za obavljanje ovlašćenja i tehničkih dozvola vazdušnom prevozniku ili prevoznicima te druge Strane. U hitnom slučaju, jedna Strana može preduzeti privremene mjere prije isteka perioda od 15 dana.

## **Član 8**

### **KOMERCIJALNE MOGUĆNOSTI**

1. Vazdušni prevoznici jedne ili druge Strane imaju pravo da, u cilju promocije i prodaje vazdušnog transporta, na teritoriji druge Strane osnivaju kancelarije.
2. Vazdušni prevoznici jedne ili druge Strane imaju pravo da, u skladu sa zakonima i propisima druge Strane koji se odnose na ulazak, boravak i zapošljavanje, dovedu i održavaju na teritoriji te druge Strane rukovodeće, prodajno, tehničko, operativno i drugo stručno osoblje potrebno za obezbjeđivanje vazdušnog transporta.
3. Svaki vazdušni prevoznik ima pravo da sam opslužuje svoj vazduhoplov na zemlji na teritoriji druge Strane (samo-opsluživanje), ili da, po sopstvenom izboru, odabere nekog od konkurentnih agenata za pružanje takvih usluga u potpunosti ili

djelimično. Prava podležu samo fizičkim ograničenjima koja proističu iz razloga sigurnosti na aerodromu. Gdje takvi razlozi onemogućavaju samo-opsluživanje, opsluživanje na zemlji je dostupno svim vazdušnim prevoznicima po jednakim osnovama; naknade se određuju na osnovu troškova pruženih usluga; svaka takva usluga odgovara vrsti i kvalitetu usluga koje bi bile pružene da postoji mogućnost samo-opsluživanja.

4. Vazdušni prevoznik jedne Strane može da se angažuje u prodaji vazdušnog transporta na teritoriji druge strane direktno i, po nahođenju vazdušnog prevoznika, preko svojih agenata, osim u slučaju kada je to propisano čarter propisima zemlje u kojoj čarter transport otpočinje, a koji se odnosi na zaštitu novčanih sredstava putnika i prava putnika na otkazivanje leta i prava povraćaja sredstava. Svaki vazdušni prevoznik ima pravo da prodaje ta prevozna dokumenta, a svako lice može slobodno da ih kupi u zvaničnoj valuti te teritorije ili u ostalim slobodno konvertabilnim valutama.
5. Svaki vazdušni prevoznik ima pravo da, na zahtjev, konvertuje i prenese, u svoju zemlju, bilo koju drugu zemlju ili zemlje po svom izboru, lokalno ostvaren višak prihoda, izuzev u slučaju da to nije u skladu sa opšte primjenljivim zakonom ili propisom. Konverzija i prenos se odmah dozvoljavaju, bez ikakvih ograničenja ili oporezivanja, po zvaničnom kursu za tekuće transakcije i prenose na dan kada prevoznik podnese inicijalni zahtjev za prenos sredstava.
6. Vazdušnim prevoznicima svake Strane se dozvoljava da, na teritoriji druge Strane, plaćaju lokalne troškove, uključujući i kupovinu goriva, u lokalnoj valuti. Vazdušni prevoznici svake Strane mogu, po svom nahođenju, da plaćaju troškove ostvarene na teritoriji druge Strane i u slobodno konvertabilnim valutama, u skladu sa lokalnim monetarnim propisima.
7. Prilikom obavljanja odobrenih servisa iz ovog Sporazuma svaki vazdušni prevoznik jedne Strane može da sklapa marketinške dogovore o saradnji, kao što su "block-space", "code-share" aranžmani ili lizing aranžmani sa:
  - a) vazdušnim prevoznikom ili prevoznicima jedne ili druge Strane;
  - b) vazdušnim prevoznikom ili prevoznicima treće zemlje; i
  - c) pružaocima usluga površinskog transporta bilo koje zemlje;

pod uslovom da svi učesnici u takvim aranžmanima (i) posjeduju odgovarajuće odobrenje i (II) ispunjavaju uslove koji se normalno primjenjuju na takve aranžmane.

8. Vazdušnim prevoznicima i posrednim pružaocima usluga transporta tereta sa obje Strane je dozvoljeno da, vezano za međunarodni vazdušni transport, bez ograničenja, koriste sve vidove površinskog transporta tereta za ili iz svake tačke na teritorijama Strana ili trećih zemalja, uključujući i transport do svih aerodroma sa carinskim objektima i za transport tereta iz/ka carinskog magazina shodno važećim zakonima i propisima. Takav teret, bilo da se kreće po površini ili vazduhom, će biti pristupačan carinskoj obradi i objektima na aerodromu. Vazdušni prevoznici mogu izabrati da sami vrše transport na površini ili da ga obavljaju u dogovoru sa drugim površinskim prevoznicima, uključujući i prevoz na površini koji obezbjeđuju drugi vazdušni prevoznici ili provajderi usluga za vazdušni transport tereta. Takav inetrmodalni cargo servis može biti ponuđen pojedinačno, kroz cijenu za kombinovani vazdušni i površinski transport, pod uslovom da špediteri nijesu dovedeni u zabludu povodom činjenica o takvom transportu.

## **Član 9**

### **CARINSKE OBAVEZE I NAKNADE**

1. Po dolasku na teritoriju jedne Strane, vazduhoplovi kojima se obavlja međunarodni vazdušni transport od strane vazdušnog prevoznika druge Strane, njihova redovna oprema, zemaljska oprema, gorivo, maziva, potrošne tehničke zalihe, rezervni djelovi (uključujući motore), prodaja u vazduhoplovu (uključujući ali ne ograničavajući se na takve artikle kao što su hrana, bezalkoholna i alkoholna pića, duvan i druge proizvode namijenjene za prodaju ili za upotrebu putnika u ograničenim količinama tokom leta), i drugi artikli namijenjeni za ili korišteni u vezi sa operacijom ili servisiranjem vazduhoplova angažovanih u međunarodnom vazdušnom saobraćaju, će biti oslobođeni, na bazi reciprociteta, od svih uvoznih ograničenja, taksa na vlasništvo i dažbina na capital, carina, akciza i sličnih taksa i provizija koje su (a) nametnute od strane nacionalnih vlasti i (b) nijesu zasnovane na troškovima za pružene usluge, pod uslovom da oprema i zalihe ostanu u vazduhoplovu.
2. Takođe, osim naknada koje su bazirane na troškovima za pružene usluge, od taksi, dažbina, carina, provizija i naknada navedenih u stavu 1 ovog člana, na osnovu reciprociteta, oslobađaju se i:
  - a. zalihe vazduhoplova uvedene na teritoriju jedne Strane ili nabavljene na teritoriji te Strane i unijete u vazduhoplov, uz razumna ograničenja, a namijenjene za korišćenje u vazduhoplovu u odlasku koji pripada vazdušnom prevozniku druge Strane i kojim se obavlja međunarodni vazdušni transport, čak i kad ove zalihe budu korištene i na dijelu putovanja obavljenog iznad teritorije Strane u kojoj su unijete na vazduhoplov;

- b. oprema na zemlji i rezervni djelovi (uključujući motore) uvedeni na teritoriju jedne Strane za servisiranje, održavanje, ili popravku vazduhoplova koji za međunarodni vazdušni transport koristi vazdušni prevoznik druge Strane;
  - c. gorivo, maziva, potrošna tehnička sredstva unijeti na teritoriju jedne Strane ili nabavljeni na teritoriji te Strane radi korišćenja na vazduhoplovu vazdušnog prevoznika druge Strane angažovanog u međunarodnom vazdušnom transportu, čak i kad ova sredstva treba da se koriste i na dijelu putovanja koje se obavlja iznad teritorije Strane u kojoj su unijeta u vazduhoplov;
  - d. promotivni i reklamni materijali unijeti na teritoriju jedne Strane ili nabavljeni na teritoriji te Strane, uz razumna ograničenja, radi korišćenja u odlasku na vazduhoplovu vazdušnog prevoznika druge Strane angažovanog u međunarodnom vazdušnom transportu, čak i kada se ovi materijali koriste na dijelu putovanja iznad teritorije Strane u kojoj su unijeti u vazduhoplov.
3. Može se zahtijevati da se oprema i sredstva, navedena u stavu 1 i 2 ovog člana, drže pod nadzorom ili kontrolom odgovarajućih vlasti.
4. Izuzimanja predviđena ovim članom se, takođe, primjenjuju u slučajevima kada su vazdušni prevoznici jedne Strane sklopili ugovor sa drugim vazdušnim prevoznikom, koji na sličan način uživa takva izuzeća od druge Strane, o zajmu ili prenosu artikala navedenih u stavovima 1 i 2 ovog člana na teritoriju druge Strane.

## **Član 10**

### **NAKNADE KORISNIKA**

1. Korisničke naknade koje mogu biti nametnute od strane nadležnih vlasti ili tijela za određivanje naknada jedne Strane vazdušnim prevoznicima druge Strane će biti, opravdane, nediskriminatorske i pravedno raspoređene među kategorijama korisnika. U svakom slučaju, sve naknade korisnika vazdušnim prevoznicima druge Strane određuju se shodno uslovima koji nijesu manje povoljni od najpovoljnijih uslova koji su dostupni bilo kojem drugom vazdušnom prevozniku, u vrijeme kada su naknade određivane.
2. Naknade korisnika koje su uvedene vazdušnim prevoznicima druge Strane mogu da održavaju, ali ne i da prevazilaze, ukupne troškove nadležnih vlasti ili tijela za određivanje naknada koje se odnose na obezbjeđenje odgovarajućeg aerodroma, ekološkog aerodroma, vazdušne navigacije, uređaja za vazduhoplovnu bezbjednost i usluga na aerodromu ili u okviru aerodorskog sistema. Takve naknade mogu da obuhvataju i opravdan povraćaj novčanih

sredstava, nakon amortizacije. Uređaji i usluge za čije se korišćenje naplaćuje naknada, se obezbjeđuju na efikasnim i ekonomskim osnovama.

3. Svaka Strana će podsticati konsultacije između nadležnih vlasti i tijela za određivanje naknada na svojoj teritoriji i vazdušnih prevoznika koji koriste usluge i uređaje i podsticati nadležne vlasti ili tijela za određivanje naknada i vazdušne prevoznike na razmjenu takvih informacija koje mogu biti potrebne za tačnu procjenu opravdanosti naknada, u skladu sa principima iz stava 1 i 2 ovog člana. Svaka Strana će podsticati nadležne vlasti za određivanje naknada da korisnicima pruži opravdano obavještenje o svakom predlogu nove naknade za korisnika, kako bi se omogućilo korisnicima da iznesu svoja gledišta prije nego što se izvrši izmjena naknade.
4. Nijedna Strana se, tokom postupka za rješavanje sporova, preduzetom shodno članu 14, ne smatra odgovornom za kršenje odredaba ovog člana, osim ako (a) ona ne izvrši procjenu naknade ili postupka koji su predmet nezadovoljstva druge Strane u razumnom vremenskom roku; ili (b) nakon takve (procjene) ne preduzme sve korake u njenoj moći da popravi svaku naknadu ili postupak koji nijesu u skladu sa ovim članom.

## **Član 11**

### **FER KONKURENCIJA**

1. Svaka Strana će dozvoliti fer i jednake mogućnosti vazdušnim prevoznicima obiju Strana, za nadmetanje prilikom obavljanja vazdušnog transporta regulisanog ovim Sporazumom.
2. Svaka Strana će dozvoliti svakom vazdušnom prevozniku da odredi frekvenciju i kapacitet međunarodnog transporta koji on nudi na osnovu komercijalnih razloga na tržištu. U skladu sa ovim pravom, nijedna Strana neće jednostrano ograničavati obim saobraćaja, frekvenciju ili redovnost usluga, ili tipa odnosno tipova vazduhoplova koje koriste vazdušni prevoznici druge Strane osim ako se to ne zahtijeva iz carinskih, tehničkih, operativnih razloga, ili razloga koji se odnose na zaštitu životne sredine, pod ujednačenim uslovima u skladu sa članom 15 Konvencije.
3. Nijedna Strana neće nametnuti vazdušnim prevoznicima druge Strane zahtjev prava prvog odbijanja, podizati promjer povratnih letova, podizati takse bez prava prigovora, ili bilo koji drugi zahtjev koji se odnosi na kapacitet, frekvenciju, ili saobraćaj, koji bi bio u suprotnosti sa svrhom ovog sporazuma.

4. Nijedna Strana neće zahtijevati podnošenje redova letenja, programa čarter letova, ili operativnih planova, od vazdušnog prevoznika druge Strane radi odobravanja, izuzev ako se to ne zahtijeva na nediskriminatorskim osnovama radi primjene ujednačenih uslova predviđenih stavom 2 ovog člana ili, ako to nije posebno odobreno ovim Sporazumom. Ako jedna Strana zahtijeva podnošenje podataka u informativne svrhe, ona će svesi na minimalnu mjeru administrativne zahtjeve i procedure kojima se opterećuju posrednici u vazdušnom transportu i vazdušni prevoznici druge Strane prilikom podnošenja ovih podataka.

## **Član 12**

### **FORMIRANJE CIJENA**

1. Svaka Strana treba da odobri cijene za vazdušni transport koje budu utvrdili vazdušni prevoznici obje Strane na osnovu komercijalnih uslova na tržištu.
2. Strane ne treba da zahtijevaju da im se cijene za međunarodni transport, između njihovih teritorija, podnose na uvid. Bez obzira na gore pomenuto, vazdušni prevoznici Strana treba da obezbijede, na zahtjev, neposredan pristup informacijama o ranijim, važećim i predloženim cijenama vazduhoplovnim vlastima Strana na način i u obliku koji je prihvatljiv za navedene vazduhoplovne vlasti.

## **Član 13**

### **KONSULTACIJE**

Svaka Strana može, u bilo koje vrijeme, da zahtijeva konsultacije koje se odnose na ovaj Sporazum. Takve konsultacije otpočinju što je prije moguće, a najkasnije 60 dana od datuma kada druga Strana primi zahtjev, ukoliko nije drugačije dogovoreno.

## **Član 14**

### **RJEŠAVANJE SPOROVA**

1. Svaki spor koji proističe iz ovog Sporazuma, osim onih koji mogu da nastanu iz člana 12 (formiranje cijena), a koji nije riješen u roku od 30 dana od datuma utvrđenog za konsultacije, u skladu sa zahtjevom za konsultacije iz člana 13, može biti, uz saglasnost Strana, upućen na rješavanje nekom licu ili tijelu. Ako se Strane ne dogovore tako, bilo koja Strana može dati, diplomatskim kanalima pismeno obavještenje, drugoj Strani kojim se zahtijeva da spor bude podnesen na arbitražu.

2. Arbitražu treba da sprovodi sud od tri arbitra koji će biti konstituisan na sledeći način:

- a. u roku od 30 dana po dobijanju zahtjeva za arbitražu, svaka Strana treba da imenuje po jednog arbitra. U roku od 60 dana pošto su imenovana ova dva arbitra, oni treba sporzumom da postave trećeg arbitra, koji će delovati kao predsjednik arbitražnog suda;
- b. ako jedna ili druga Strana ne imenuje arbitra, ili ako treći arbitar ne bude postavljen u skladu sa podstavom a) ovog stava, jedna ili druga Strana može da zahtijeva od predsjednika Savjeta Međunarodne organizacije civilnog vazduhoplovstva da postavi potrebnog arbitra ili arbitre u roku od 30 dana. Ako je predsjednik Savjeta državljanin jedne od Strana, najstariji potpredsjednik Savjeta, koji nije diskvalifikovan po tom osnovu, treba da donese odluku o imenovanju.

3. Arbitražni sud treba da ima pravo da odluči o obimu svoje nadležnosti iz ovog Sporazuma i, ako nije drugačije dogovoreno, treba da donese svoja proceduralna pravila. Tribunal može, po formiranju, da predloži privremene olakšavajuće mjere do svog konačnog određenja. Po uputstvu tribunala, ili na zahtjev jedne ili druge Strane, 15 dana po konstituisanju tribunala održava se razgovor na kome se tačno utvrđuju pitanja koja zahtijevaju arbitražu i procedure koje će primjenjivati.
4. Izuzev ako nije drugačije dogovoreno ili naloženo od strane tribunala, izjava o prigovoru treba biti podnešena u roku od 45 dana od vremena kad je tribunal u potpunosti konstituisan a izjava o odbrani na prigovor mora biti podnijet 60 dana nakon toga. Bilo kakav odgovor od podnosioca prigovora treba da bude podnijet u roku od 30 dana od podnošenja odgovora na prigovor. Bilo kakav odgovor od tužene strane treba da bude podnijet u roku od 30 dana od tada. Ako jedna od Strana to zatraži ili tribunal smatra da je to potrebno, tribunal će održati ročište u roku od 45 dana nakon poslednjeg podnošenja dokaza odbrane.
5. Tribunal treba da nastoji da donese pismenu odluku u roku od 30 dana nakon rasprave, ili ako rasprava nije održana, nakon što je podnesen zadnji odgovor odbrane. Odluka tribunal je većinska.
6. Strane mogu podnijeti zahtjev za tumačenje odluke u roku od 15 dana nakon što je ista donijeta i bilo koje dato tumačenje treba da bude izdato u roku od 15 dana od takvog zahtjeva.
7. Svaka Strana treba, do stepena usaglašenosti sa svojim nacionalnim zakonom, proglasiti pravosnažnom svaku odluku ili presudu arbitražnog tribunala.

8. Troškove arbitražnog tribunala, uključujući i honorare i troškove arbitara podjednako dijele Strane. Svi troškovi predsjednika Savjeta Međunarodne organizacije civilnog vazduhoplovstva, koji su nastali u vezi sa procedurama iz stava 2b ovog člana trebaju biti smatrani kao dio troškova arbitražnog tribunala.

## **Član 15**

### **OTKAZIVANJE I PRESTANAK VAŽENJA SPORAZUMA**

Jedna ili druga Strana može, u bilo koje vrijeme, da dostavi pismeno obavještenje drugoj Strani o svojoj odluci da raskine ovaj Sporazum. Takvo obavještenje treba da se dostavi istovremeno i Međunarodnoj organizaciji civilnog vazduhoplovstva. Ovaj Sporazum treba da prestane da važi u ponoć (u mjestu prijema obavještenja druge Strane) na kraju IATA saobraćajne sezone, sa snagom važenja od jedne godine od dana pismenog obavještenja o prestanku, osim ako Strane sporazumno ne povuku obavještenje prije isteka ovog perioda.

## **Član 16**

### **REGISTRACIJA KOD ICAO**

Ovaj Sporazum i sve izmjene koje se tiču njega registruju se kod Međunarodne organizacije civilnog vazduhoplovstva.

## **Član 17**

### **STUPANJE NA SNAGU**

Ovaj Sporazum stupa na snagu datumom njegovog potpisivanja.

Nakon stupanja na snagu ovog Sporazuma prestaje da važi, između Sjedinjenih Američkih Država i Crne Gore, Sporazum o vazdušnom transportu između i Sjedinjenih Američkih Država i Socijalističke Federativne Republike Jugoslavije, potpisan u Vašingtonu 15.decembra 1977.godine sa izmjenama i dopunama i Sporazum o neredovnom vazdušnom saobraćaju između Sjedinjenih Američkih Država i Socijalističke Federativne Republike Jugoslavije, potpisan u Beogradu 27.septembra 1973.godine sa izmjenama i dopunama.

U potvrdu čega su dolje potpisani, propisno ovlašćeni od odnosnih vlada, potpisali ovaj Sporazum.



Sačinjeno u Podgorici, ovog DRUGOG dana MARTA, 2012, u dva originalna primjerka na engleskom i crnogorskom jeziku, pri čemu su oba teksta podjednako autentična.

ZA VLADU SJEDINJENIH AMERIČKIH DRŽAVA      ZA VLADU CRNE GORE

*Sue K. Brown*

*Michal Legner*