

**ZAKON
O POTVRĐIVANJU SPORAZUMA O PRUŽANJU VAZUHOPLOVNIH USLUGA IZMEĐU
VLADE CRNE GORE I VLADE REPUBLIKE AZERBEJDŽAN**

Član 1

Potvrđuje se Sporazum o pružanju vazduhoplovnih usluga između Vlade Crne Gore i Vlade Republike Azerbejdžan, potpisan u Bakuu, dana 4. februara 2023. godine, u originalu na crnogorskom, azerbejdžanskom i engleskom jeziku.

Član 2

Tekst Sporazuma iz člana 1 ovog zakona, u originalu na crnogorskom i engleskom jeziku glasi:

**SPORAZUM O PRUŽANJU VAZUHOPLOVNIH USLUGA
IZMEĐU
VLADE CRNE GORE
I
VLADE REPUBLIKE AZERBEJDŽAN**

Vlada Crne Gore i Vlada Republike Azerbejdžan se u daljem tekstu odnose kao "Ugovorne Strane",

Imajući u vidu da su strane potpisnice Konvencije o međunarodnom civilnom vazduhoplovstvu kao i Sporazuma o tranzitu u međunarodnom vazduhoplovnom saobraćaju, oba potpisana 7. decembra, 1944. godine u Čikagu,

Želeći da olakšaju širenje mogućnosti međunarodnih vazduhoplovnih usluga,

Priznajući da efikasne i konkurentne međunarodne usluge unapređuju ekonomski rast, trgovinu, turizam i investicije,

Želeći da osiguraju najveći stepen sigurnosti i bezbjednosti u vazduhoplovnom saobraćaju i ponovo potvrde svoju zabrinutost zbog djela ili prijetnji protiv sigurnosti vazduhoplova, koji ugrožavaju sigurnost osoba ili imovine, imaju negativan uticaj na obavljanje vazduhoplovnih usluga, i ugrožavaju povjerenje javnosti u bezbjednost civilne avijacije, i

Želeći da zaključe Sporazum sa svrhom uspostavljanja i obavljanja vazduhoplovnih usluga između Crne Gore i Republike Azerbejdžan kao i van njihovih teritorija,

UGOVORNE STRANE SU DOGOVORILE SLJEDEĆE:

ČLAN I

DEFINICIJE

1. Za potrebe ovog Sporazuma, osim ukoliko kontekst drugačije ne zahtijeva, izraz:

- a. "vazduhoplovne vlasti" znače, kada je u pitanju Crna Gora, Ministarstvo saobraćaja i pomorstva i Agencija za civilno vazduhoplovstvo, u slučaju Republike Azerbejdžan, Državna agencija za civilno vazduhoplovstvo u okviru Ministarstva digitalnog razvoja i transporta, ili u oba slučaja bilo koje lice ili organ ovlašćeno da vrši funkcije koje su trenutno dodijeljene navedenim organima,
- b. "Sporazum" označava ovaj Sporazum, njegove Anekses i bilo koje dopune ili izmjene;
- c. "ugovorene usluge" se donose na redovne međunarodne vazduhoplovne usluge na ruti/rutama navedenim u Aneksu ovog Sporazuma za prevoz putnika, tereta i pošte, posebno ili kombinovano;
- d. "Aneks" se odnosi na Aneks ovog Sporazuma ili bilo koje njegove izmjene i dopune, u skladu sa odredbama člana 18 (Konsultacije i izmjene i dopune) ovog Sporazuma. Aneks je sastavni dio ovog Sporazuma, i sve reference na ovaj Sporazum uključuju i Aneks, osim u slučajevima gdje je izričito dogovoreno drugačije;
- e. "vazduhoplovni saobraćaj" "međunarodni vazduhoplovni saobraćaj", "avio-kompanija" i "zaustavljanje zbog razloga koji nijesu povezani sa prevozom" imaju značenje koje je navedeno u članu 96 Čikaške konvencije;
- f. "kapacitet" se odnosi na,
 - u pogledu vazduhoplova, korisna nosivost vazduhoplova koja je dostupna na ruti ili dijelu rute,
 - u pogledu određene vazduhoplovne usluge, kapacitet vazduhoplova koji se koristi prilikom takve usluge pomnožen sa frekvencijom obavljanja prometa vazduhoplova u određenom periodu na ruti ili dijelu rute;
- g. "Konvencija" označava Konvenciju o međunarodnom civilnom vazduhoplovstvu potpisanu 7. decembra, 1944. godine u Čikagu, i uključuje sve Anekses koji su usvojeni prema članu 90 ove Konvencije kao i bilo koju izmjenu i dopunu ove Konvencije prema članu 90 i 94 ove Konvencije, ukoliko su dati aneksi i amandmani stupili na snagu za obje Ugovorne snage;
- h. "imenovana avio-kompanija" označava bilo koju avio-kompaniju (e) koja je imenovana i ovlašćena u skladu sa članom 3 (Imenovanje i ovlašćenje) ovog Sporazuma;
- i. "zemaljske usluge" se odnose na usluge neophodne prilikom slijetanja i polijetanja vazduhoplova sa aerodroma, osim usluga vazdušnog saobraćaja;
- j. "ICAO" označava Međunarodnu organizaciju civilnog vazduhoplovstva osnovanu u skladu sa Konvencijom;
- k. "međunarodni vazduhoplovni saobraćaj" se odnosi na vazduhoplovni saobraćaj koji prolazi kroz vazdušni prostor iznad teritorije više od jedne države;
- l. "marketing prevoznik" označava avio-kompaniju koja nudi vazduhoplovne usluge na vazduhoplovu kojim upravlja druga avio-kompanija, putem code-share-a;
- m. "raspored" se odnosi na raspored ruta za obavljanje vazduhoplovnih usluga koje su priložene u ovom Sporazumu kao i na bilo koje izmjene koje su dogovorene u skladu sa odredbama člana 18 ovog Sporazuma;

- n. "određene rute" se odnose na rute koje su utvrđene u Aneksu ovog Sporazuma;
- o. "rezervni djelovi" se odnose na djelove za popravku ili zamjenu koji se ugrađuju na vazduhoplov, uključujući motore vazduhoplova;
- p. pojam "tarifa" označava cijenu koja se plaća za prevoz putnika, prtljaga i tereta kao i uslove prema kojima se te cijene primenjuju uključujući cijene i uslove za agencijske i druge pomoćne usluge, ali isključujući naplatu i uslove prevoza pošte;
- q. "teritorija" u pogledu Ugovornih Strana označava teritoriju Republike Azerbejdžan i teritoriju Crne Gore u zavisnosti od konteksta;
- r. "saobraćaj" označava putnike, prtljag, teret i poštu koja se prevozi vazduhoplovom;
- s. "regularna oprema" se odnosi na predmete, isključujući skladištene i rezervne djelove koji se mogu ukloniti, koji se upotrebljavaju na vazduhoplovu tokom leta, uključujući opremu za prvu pomoć i opremu za preživljavanje.
- t. "naknada za korisnike" se odnosi na naknadu koja se naplaćuje avio-kompanijama za pružanje usluga aerodroma, vazdušne navigacije ili usluga i opreme za zaštitu vazduhoplovnog saobraćaja.

ČLAN 2

DODJELA PRAVA

1. Svaka ugovorna strana dodjeljuje drugoj ugovornoj strani prava utvrđena ovim sporazumom u svrhu utemeljenja redovnog međunarodnog saobraćaja na rutama koje su navedene u Aneksu I ovog Sporazuma.
2. Određene avio-kompanije svake ugovorne strane će uživati sljedeća prava tokom obavljanja ugovorenih usluga na određenoj ruti:
 - a. pravo da leti iznad teritorija druge ugovorne strane, bez slijetanja,
 - b. pravo da se zaustavlja na teritoriji druge ugovorne strane iz razloga koji nijesu povezani sa prevozom,
 - c. pravo da se zaustavlja na teritoriji druge ugovorne strane po tačkama navedenim za date rute u Aneksu I ovog sporazuma u svrhu ukrcavanja i iskrcavanja putnika i robe u međunarodnom saobraćaju, odvojeno ili u kombinaciji.
3. Ništa u stavu (1) ovog Sporazuma ne daje pravo određenoj avio-kompaniji (kompanijama) date ugovorne strane da ukrca putnike ili robu na teritoriji druge ugovorne strane, uključujući saobraćaj koji se obavlja radi naknade ili najma a koji je namijenjen za drugu tačku na teritoriji druge ugovorne strane.

ČLAN 3

ODREĐIVANJE AVIO-KOMPANIJA I IZDAVANJE DOZVOLA

1. Svaka ugovorna strana ima pravo da odredi jednu ili više avio-kompanija u svrhu obavljanja ugovorenog saobraćaja na utvrđenim rutama kao i da povuče ili izmijeni ta

određivanja. Obavještenja o određivanju se vrše u pisanoj formi i prosleđuju se drugoj ugovornoj strani diplomatskim putem.

2. Po prijemu tog određenja i prijava određenih avio-kompanija, vazduhoplovne vlasti druge ugovorne strane, u skladu sa stavovima (3) i (4) ovog člana, će odobriti bez odlaganja određenoj avio-kompaniji odgovarajuću dozvolu za obavljanje vazduhoplovnog saobraćaja.
3. Vazduhoplovne vlasti jedne ugovorne strane mogu zatražiti od određenog prevoznika druge ugovorne strane da dokaže da je kvalifikovan da ispuni uslove propisane nacionalnim zakonodavstvom kao i da ih razumno primenjuje prilikom obavljanja usluga međunarodnog saobraćaja datih vlasti u skladu sa odredbama Konvencije.
4. Svaka ugovorna strana može odbiti dodeljivanje dozvole za obavljanje vazduhoplovnog saobraćaja iz stava (2) ovog člana, ili nametnuti uslove koje smatra neophodnim za korišćenje prava od strane određenog avio-prevoznika iz člana 2 (Dodjela prava) ovog Sporazuma, u bilo kojem slučaju gdje ugovorna strana nije zadovoljna sa:
 - a. znatan dio vlasništva i stvarna kontrola te avio-kompanije pripada državi ugovorne strane koja određuje avio kompaniju ili njenim državljanima, i/ili
 - b. ugovorna strana koja imenuje avio-kompaniju održava i vrši administraciju standarda navedenih u članu 13 (Sigurnost vazduhoplovnog saobraćaja) i članu 14 (Bezbijednost vazduhoplovnog saobraćaja) ovog Sporazuma.
 - c. kada je avio kompanija tako određena i ovlašćena da može početi u bilo kojem trenutku da vrši navedene usluge, pod uslovom da avio-kompanija ispunjava sve važeće odredbe ovog Sporazuma.

ČLAN 4

POVLAČENJE I OBUSTAVA OPERATIVNIH OVLAŠĆENJA

1. Svaka ugovorna strana ima pravo povući operativna ovlašćenja ili obustaviti ostvarivanje prava navedenih u članu 2 (Dodjeljivanje prava) ovog Sporazuma avio-kompanijama koje odredi druga ugovorna strana, ili nametnuti takve uslove koji se mogu smatrati neophodnim u ostvarivanju ovih prava:
 - a. kada nije zadovoljna činjenicom da je suštinsko vlasništvo i stvarna kontrola nad tom avio-kompanijom u vlasništvu ugovorne strane koja određuje avio-kompaniju ili u vlasništvu njenih državljana; i/ili
 - b. kada se data avio-kompanija ne pridržava nacionalnog zakonodavstava ugovorne strane koja dodjeljuje ova prava; ili,
 - c. kada data avio-kompanija ne obavlja usluge u skladu sa uslovima propisanim ovim Sporazumom,
 - d. kada data avio-kompanije nije u stanju da dokaže da je kvalifikovana da ispuni uslove propisane nacionalnim zakonodavstvom koje vazduhoplovne vlasti razumno primenjuju prilikom obavljanja međunarodnih vazduhoplovnih usluga u skladu sa Konvencijom.
2. Osim ukoliko je neposredni opoziv, obustava ili nametanje uslova navedenih u stavu (1) ovog člana od suštinskog značaja za sprečavanje daljeg kršenja nacionalnog zakonodavstva, takvo pravo će se koristiti samo nakon konsultacije sa vazduhoplovnim vlastima druge

ugovorne strane. U takvom slučaju, konsultacije će početi u periodu od šezdeset (60) dana od dana podnošenja zahtjeva bilo koje ugovorne strane za konsultacije.

ČLAN 5

KAPACITET

1. Određene avio-kompanije obje ugovorne strane imaju pravične i podjednake mogućnosti za obavljanje ugovorenih usluga vazduhoplovnog saobraćaja na određenim rutama.
2. Prilikom obavljanja ugovorenih usluga određeni avio-prevoznici svake ugovorne strane uzimaju u obzir interese određene avio-kompanije druge ugovorne strane kako ne bi nepropisno uticali na usluge koje druga avio-kompanija pruža na cijeloj ili dijelu iste rute.
3. Dogovorene usluge koje pružaju određene avio-kompanije ugovorne strane će imati blisku vezu sa zahtjevima javnog prevoza na određenim rutama i njihov osnovni cilj će biti obezbeđenje, shodno razumnom faktoru popunjenosti, adekvatnog kapaciteta za sprovođenje trenutnih i razumno očekivanih uslova za prevoz putnika i tereta uključujući poštu između teritorija ugovornih strana.
4. Prilikom obavljanja ugovorenih usluga, ukupni kapacitete koji će biti obezbijeđen i frekvencija usluga koje će se pružati od strane određenih avio-kompanija ugovorne strane će biti ugovorene od strane vazduhoplovnih vlasti ugovorne strane prije nego što se počne sa pružanjem usluga. Dati kapacitet i frekvencija usluga koji je prvobitno određen može se povremeno revidirati od strane navedenih organa.

ČLAN 6

TARIFE

1. Tarife za bilo koju ugovorenu uslugu se utvrđuju na razumnom nivou, uzimajući u obzir sve relevantne faktore, uključujući troškove poslovanja, razumnu dobit, karakteristike avio-kompanije kao i tarife drugih avio-kompanija za bilo koji dio određene rute, i druga komercijalna razmatranja vezana za tržište. Ove tarife se utvrđuju u skladu sa sledećim odredbama ovog člana.
2. Vazduhoplovne vlasti Ugovornih strana mogu zahtijevati reviziju tarifa iz sledećih razloga:
 - sprečavanje nerazumno diskriminatornih tarifa ili praksi;
 - zaštita potrošača od tarifa koje su nerazumno visoke ili ograničavajuće bilo zbog zloupotrebe dominantne pozicije ili dogovorenih praksi među avio-kompanijama;
 - i
 - zaštita avio-kompanija od tarifa koje su vještački niske zbog direktne ili indirektno vladine subvencije ili podrške.
3. Tarife utvrđene u skladu sa stavom (1) ovog člana ne moraju se podnositi od strane određene avio-kompanije jedne ugovorne strane vazduhoplovnim vlastima druge

ugovorne strane na odobrenje, ali se može zahtijevati da budu podnijete vazduhoplovnim vlastima u informativne svrhe.

4. Nijedna ugovorna strana neće dozvoliti određenoj avio-kompaniji ili avio-kompanijama, prilikom utvrđivanja tarifa, bilo u vezi sa drugom avio-kompanijom ili kompanijama ili zasebno, da zloupotrijebi tržišnu snagu na način kod kojeg postoji vjerovatnoća ili je namijenjen da uzrokuje efekat ozbiljnog slabljena konkurenta, kao određenog avio-prevoznika druge ugovorne strane, ili isključivanje takvog konkurenta sa rute.
5. Ugovorne strane su saglasne da se tarife koje nijesu utvrđene u skladu sa stavom (1) i (2) ovog člana mogu smatrati nepoštenim takmičarskim praksama koje mogu imati osnova za bliže ispitivanje.
6. U slučaju da su bilo koje od vazduhoplovnih vlasti nezadovoljne sa predloženom tarifom ili tarifom koja je na snazi kod avio-kompanije druge ugovorne strane, vazduhoplovne vlasti će nastojati da riješe pitanje putem konsultacija, ukoliko to zatraže neke od vazduhoplovnih vlasti.

ČLAN 7

POREZI, CARINE I OSTALE NAKNADE

1. Vazduhoplovi kojima se vrši međunarodni vazdušni saobraćaj od strane određene avio kompanije bilo koje ugovorne strane, kao i njihova redovna oprema, snadbijevanje gorivom i mazivima i zalihe vazduhoplova uključujući hranu, piće i duvan u takvim vazduhoplovima, oslobađaju se carine i poreza dolaskom na teritoriju države druge ugovorne strane, pod uslovom da takva oprema i zalihe ostanu u vazduhoplovu do trenutka njihovog ponovnog izvoza ili korišćenja na dijelu putovanja koje se obavlja preko te teritorije.
2. Takođe će biti oslobođeni od istih dažbina i poreza sa izuzetkom naknada koje se odnose na obavljanje sledećih usluga:
 - a. zalihe koje su unijete na vazduhoplov na teritoriji države ugovorne strane u okviru ograničenja koja su određena od strane vazduhoplovnih vlasti te ugovorne strane, i njihova upotreba na vazduhoplovima koji putuju u inostranstvo a koji su angažovani u obavljanje usluga vazdušnog saobraćaja druge ugovorne strane;
 - b. rezervni djelovi uneseni na teritoriju države jedne od ugovornih strana za održavanje ili opravku vazduhoplova koji se koristi za međunarodni vazdušni saobraćaj od strane određene avio-kompanije druge ugovorne strane;
 - c. gorivo i maziva koja se isporučuju na teritoriji države ugovorne strane na vazduhoplov koji putuje u inostranstvo određene avio-kompanije druge ugovorne strane a koji obavlja usluge međunarodnog saobraćaja čak i u slučajevima kada se ove zalihe koriste na dijelu putovanja preko teritorije države ugovorne strane na kojoj su i unijete na vazduhoplov.
3. Od materijala koji su navedeni u stavu 2 ovog člana se može zahtijevati da budu zadržani pod carinskim nadzorom ili kontrolom.
4. Redovna vazduhoplovna oprema kao i materijali i zalihe koje se zadržavaju na vazduhoplovu određenog avio-prevoznika bilo koje ugovorne strane mogu se iskrcati na teritoriju države druge ugovorne strane samo uz odobrenje carinskih organa te teritorije.

U tom slučaju, oni mogu biti stavljeni pod nadzor navedenih organa sve dok se ne izvrši njihov ponovni izvoz ili se na drugi način odlože u skladu sa carinskim propisima.

5. Neophodni dokumenti određene avio kompanije jedne ugovorne strane uključujući avio karte, vazduhoplovne tovarne listove, kao i reklamne materijale, transportna dokumenta uvedena u ili od strane određene avio-kompanije jedne ugovorne strane na teritoriji države druge ugovorne strane za njihovu upotrebu biće oslobođene carina i poreza na teritoriji države druge ugovorne strane tokom njihovog ulaska, ponovnog ulaska ili zadržavanja na vazduhoplovu.
6. Pitanje oporezivanja dohotka avio kompanija Ugovornih strana koje obavljaju usluge međunarodnog saobraćaja će biti regulisano odredbama "Konvencije između Vlade Republike Azerbejdžan i Vlade Crne Gore u cilju izbjegavanja duplog oporezivanja i sprečavanja utaje poreza u pogledu poreza na dohodak" koja je potpisana 12.marta,2013.

ČLAN 8

DIREKJNI TRANZIT

U skladu sa nacionalnim zakonodavstvom sve ugovorne strane, putnici, prtljag, teret i pošta u direktnom tranzitu preko teritorije jedne od ugovornih strana, koji ne napuštaju područje aerodroma namijenjeno u tu svrhu, će biti podvrgnuti veoma uproštenoj kontroli sa izuzetkom sigurnosnih mjera protiv nasilja, vazduhoplovnog piratstva i psihotrpnih supstanci. Prtljag, teret i pošta će biti izuzeti od carine, i sličnih dažbina, naknada i troškova koji se ne zasnivaju na troškovima usluga koji je pružaju po dolasku.

ČLAN 9

NAKNADE KORISNIKA

1. Aerodromi, vazduhoplovna bezbjednosi ostali slični objekti i usluge koje se pružaju na teritoriji jedne ugovorne strane će biti dostupne za korišćenje drugim avio-kompanijama pod uslovima koji nijesu manje povoljni od najpovoljnijih uslova dostupnih bilo kojoj avio-kompaniji koja se bavi sličnim međunarodnim vazduhoplovnim uslugama u trenutku njihovog korišćenja.
2. Određivanje i naplata naknada i troškova koje se nameću na teritoriji jedne ugovorne strane avio kompaniji druge ugovorne strane za usluge korišćenja aerodroma, vazduhoplovne sigurnosti i drugih sličnih objekata i usluga moraju biti pravedne i poštene. Bilo koja takva naknada i troškovi trebaju biti procijenjeni u avio kompaniji druge ugovorne strane pod uslovima koji nijesu manje povoljni od najpovoljnijih uslova dostupnih bilo kojoj avio kompaniji koja se bavi sličnim međunarodnim vazduhoplovnim uslugama u trenutku nametanja naknada i troškova.
3. Svaka ugovorna strana će podsticati diskusiju između nadležnih organa za naplatu i avio kompanija koje koriste usluge i objekte, ili u slučajevima gdje je to moguće, preko organizacija koje zastupaju avio kompanije. Korisnicima će biti pružene informacije, putem obavještenja u mjeri u kojoj je to moguće, o bilo kojem prijedlogu za promjenu naknade korisnika, kako bi im se omogućilo da izraze svoje stavove prije nego što dođe do promjena.

ČLAN 10

ZASTUPANJE AVIO-KOMPANIJE I OSOBLJA

1. Određene avio kompanije obje ugovorne strane imaju pravo da osnivaju svoja predstavništva na teritoriji druge ugovorne strane.
2. Određena avio kompanija ili avio kompanije svake ugovorne strane imaju pravo da, u skladu sa nacionalnim zakonodavstvom jedne ugovorne strane a u vezi sa ulaskom, boravkom i zapošljavanjem, na teritoriji druge ugovorne strane dovedu i opslužuju svoje administrativno, komercijalno, prodajno, operativno, tehničko i drugo stručno osoblje koje je potrebno za obavljanje ugovorenih usluga.
3. Ovakvi zahtjevi u pogledu osoblja, po izboru određene avio kompanije ili avio kompanija jedne ugovorne strane, mogu biti ostvareni dovođenjem sopstvenog osoblja ili korišćenjem usluga i osoblja bilo koje druge organizacije, kompanije koja posluje na teritoriji druge ugovorne strane i koja je ovlašćena za pružanje datih usluga drugoj avio kompaniji.
4. Ugovorne strane će, sa minimalnim zakašnjenjem, u skladu sa svojim nacionalnim zakonodavstvom, predstavnicima i osoblju iz stava 2 ovog člana, odobriti potrebna ovlašćenja za zapošljavanje i druga slična dokumenta.

ČLAN 11

KONVERZIJA I POVRAĆAJ PRIHODA

1. Određene avio-kompanije svake ugovorne strane imaju pravo da prodaju i izdaju svoja odnosna avioprevozna dokumenta na teritoriji druge ugovorne strane preko svojih poslovnica , i po svom nahođenju, preko svojih zastupnika. Određene avio-kompanije imaju pravo da prodaju takva dokumenta, i bilo koje lice je slobodno da kupi avioprevozna dokumenta, u slučaju kada nije zabranjeno nacionalnim zakonodavstvom ugovorne strane, u konvertibilnoj valuti ili nacionalnoj valuti.
2. Određene avio-kompanije svake ugovorne strane imaju pravo da vrše konverziju i povraćaj prihoda u svojoj zemlji, a po zahtjevu, u skladu sa važećim kurosm, mogu vršiti konverziju i povraćaj viška prihoda nad rashodima ostvarenim u vezi sa obavljanjem transporta. U nedostatku odgovarajućih odrebi ugovora o plaćanju, gorepomenuti transfer će se vršiti u konvertibilnoj valuti i u vezi sa nacionalnim zakonodavstvom o razmjeni valuta države druge ugovorne strane.
3. Konverzija i povraćaj prihoda će biti dozvoljeni bez ograničenja po kursu koji se primenjuje na trenutne transakcije koje su na snazi kada su dati prihodi dostavljeni za konverziju i povraćaj, i neće biti podložni bilo kakvim naknadama osim onih koje banka redovno uzima za obavljanje takve konverzije i povraćaja.
4. Određena avio kompanija svake ugovorne strane ima pravo da po svom nahođenju plati lokalne troškove, uključujući i troškove kupovine goriva, na teritoriji druge ugovorne strane u nacionalnoj valuti, ili u slučaju ako je zabranjeno nacionalnim zakonodavstvom

ugovorne strane, u skladu sa nacionalnim zakonom o razmjeni valuta države druge ugovorne strane.

ČLAN 12

UZAJAMNO PRIZNAVANJE SERTIFIKATA I LICENCI

1. Sertifikati o plovidbenosti, sertifikati o osposobljenosti i licence, izdate ili potvrđene valjanim od strane jedne ugovorne strane i još uvijek važeće, biće od duge ugovorne strane priznate kao validne za svrhu sprovođenja dogovorenih usluga za navedene rute, samo ako su uslovi za izdavanje tih sertifikata ili licenci izdatih ili potvrđenih valjanim, isti ili iznad minimalnih standarda koji su ili mogu biti definisani prema Konvenciji. Kako bilo, svaka ugovorna strana, u cilju preleta preko njene teritorije, zadržava pravo da odbije priznavanje sertifikata o osposobljenosti i licenci izdatih državljanima svoje zemlje ili potvrditi im valjanost od strane druge ugovorne strane ili druge države.

2. Ukoliko uslove koji se odnose na licence ili sertifikate iz stava 1 ovog člana, izdaju vazduhoplovne vlasti jedne ugovorne strane za bilo koje lice ili određenu avio kompaniju ili za vazduhoplov korišten za pružanje dogovorenih usluga, dozvoliti odstupanje od minimuma standarda ustanovljenih Konvencijom, ali ako su ta odstupanja predložena ICAO-u, vazduhoplovne vlasti druge ugovorne strane mogu zahtijevati konsultacije sa vazduhoplovnim vlastima te ugovorne strane u cilju razjašnjavanja prakse o kojoj je riječ. Ako se ne postigne zadovoljavajući sporazum, formiraće se preduslovi za primjenu člana 4 (Povlačenje ili obustava odobrenja za rad) ovog Sporazuma.

ČLAN 13

VAZDUHOPLOVNA SIGURNOST

1. Obje ugovorne strane mogu u svakom trenutku zatražiti konsultacije sa drugom ugovornom stranom po pitanju sigurnosnih standarda u svim oblastima koji se odnose na vazduhoplovne sadržaje i usluge, na posadu, vazduhoplov ili njihovo poslovanje prihvaćeno od druge ugovorne strane. Te konsultacije će se održati u roku od trideset(30) dana od dana prijema zahtjeva.

2. Ako jedna strana nakon konsultacija utvrdi da druga ugovorna strana ne održava i ne administrira dovoljno efikasno, u aspektim navedenim u stavu 1 ovog člana, standarde sigurnosti u svim oblastima koji su namanje jedanki sa minimumom standarda ustanovljenih u to vrijeme u skladu sa Konvencijom, prva ugovorna strana će obavijestiti drugu ugovornu stranu o tim nedostacima i neophodnim postupcima za njihovo usaglašavanje sa minimumom ICAO standarda i druga će ugovorna strana preduzeti potrebne korektivne radnje u dogovorenom roku. Ako se prikladne radnje ne sprovedu u dogovorenom roku stvoriće se uslovi za primjenu Člana 4 (Povlačenje ili obustava odobrenja za rad) ovog Sporazuma.

3. Kao što je navedeno u Konvenciji, član 16, ugovorne strane saglasne su da se bilo koji vazduhoplov koji saobraća za određenu avio kompaniju jedne ugovorne strane za usluge prevoza ka ili sa teritorije druge ugovorne strane može, dok boravi na teritoriji druge ugovorne strane, biti pregledan od strane ovlaštenih predstavnika vazduhoplovnih vlasti druge ugovorne strane (dalje u tekstu "inspekcija na platformi") bez nepotrebnog odlaganja. To će biti

inspekcija ovlaštenih predstavnika druge ugovorne strane, unutar i oko vazduhoplova. Bez obzira na obaveze pomenute u Konvenciji član 33, a svrha ove inspekcije je potvrda validnosti relevantnih vazduhoplovnih dokumenata i licenci njegove posade i vazduhoplovne opreme i da li stanje vazduhoplova odgovara sigurnosnim standardima uspostavljenim u to vrijeme u skladu sa Konvencijom.

4. Ukoliko jedna takva ili nekoliko inspekcija na platformi dovede do:
 - a. ozbiljne zabrinutosti da vazduhoplov ili funkcije vazduhoplova nisu usaglašene sa minimumom standarda uspostavljenih u to vrijeme u skladu sa Konvencijom, ili
 - b. ozbiljne zabrinutosti da se nedovoljno efikasno održavaju i administriraju sigurnosni standardi uspostavljeni u to vrijeme u skladu sa Konvencijom,

Ugovorna strana koja je sprovela inspekciju će, a u skladu sa članom 33 Konvencije, biti slobodna da zaključi da se uslovi za izdavanje ili potvrđivanje valjanosti sertifikata ili licenci za vazduhoplov ili onih potrebnih za posadu vazduhoplova, ili uslovi potrebni za funkcionisanje vazduhoplova nisu jednaki ili iznad minimuma standarda uspostavljenih u skladu sa Konvencijom.

5. U slučaju da se prilikom inspekcije na platformi za vazduhoplov odbije pristup vazduhoplovu kojim saobraća određena avio kompanije druge ugovorne strane, u skladu sa stavom 3 ovog Člana, od strane predstavnika avio kompanije, druga ugovorna strana može donijeti zaključke navedene u stavu 4 ovog Člana.

6. Sve ugovorne strane zadržavaju pravo da prekinu ili izmjene dozvolu za saobraćanje određenoj avio kompaniji druge ugovorne strane odmah u slučaju da prva ugovorna strana zaključi, bilo nakon inspekcije na platformi, da je odbijanje pristupa ili nekoliko inspekcija na platformi, bilo nakon konsultacije ili na neki drugi način, odmah se preuzima radnja bitna za sigurnost rada avio kompanije.

7. Svaki postupak jedne ugovorne strane u odnosu na određenog avio-prevoznika druge ugovorne strane u skladu sa stavima 2. ili 6. ovog Člana prestaje kada prestane postojanje osnova za preuzimanje te radnje.

ČLAN 14

VAZDUHOPLOVNA BEZBJEDNOST

1. U skladu sa svojim pravima i obavezama u okviru međunarodnog prava, ugovorne strane potvrđuju ponovo da je njihova obaveza da međusobno štite bezbjednost civilnog vazduhoplovstva od činova nezakonitog ometanja, sastavni dio ovog Sporazuma. Bez ograničavanja opštosti svojih prava i obaveza predviđenih međunarodnim pravom, ugovorne strane će neročito postupiti u skladu sa odredbama Konvencije o prekršajima i drugim sličnim počinjenim djelima u vazduhoplovu, potpisane u Tokiju 14. septembra 1963. Konvencija o sprječavanju nezakonite otmice vazduhoplova, potpisane u Hagu 16. decembra 1970. Konvencija o sprječavanju nezakonitih akata protiv sigurnosti civilnog vazduhoplovstva, potpisane u Montrealu 23. septembra 1971 i Protokol o sprječavanju nezakonitih činova nasilja na aerodromima namjenjenim međunarodnom civilnom vazduhoplovstvu, potpisane u Montrealu 24. februara 1988 ili Konvenciju o obilježavanju plastičnih eksploziva u cilju otkrivanja, potpisane u Montrealu 1. marta 1991, ili bilo koja druga Konvencija o vazduhoplovnoj bezbjednosti u kojoj su ugovorne strane stranke.

2. Ugovorne strane će na zahtjev jedni drugima obezbjediti svu potrebnu pomoć kako bi sprječili činiove nezakonite otmice civilnog vazduhoplova i druge nezakonite akte protiv sigurnosti tog vazduhoplova, putnika i posade, aerodroma i sistema vazduhoplovne navigacije i kada primjeti svaku drugu prijetnju bezbjednosti civilnog vazduhoplovstva.

3. Ugovorne strane, u međusobnim odnosima postupaju u skladu sa standardima vazduhoplovne bezbjednosti i odgovarajućim preporučenim praksama ustanovljenim u ICAO, koji su označeni kao Aneksi Konvencije o međunarodnom civilnom vazduhoplovstvu tako da su te bezbjednosne odredbe primjenjive na ugovorne strane. Zahtjevaće da operateri vazduhoplova iz njihovog registra ili operateri vazduhoplova kojima je prvobitno mjesto poslovanja ili trajno mjesto boravka na njihovoj teritoriji i da operateri aerodroma na njihovoj teritoriji djeluju u skladu sa tim odredbama vazduhoplovne bezbjednosti koje su primjenjive na ugovorne strane. U skladu sa tim svaka ugovorna strana će drugu stranu obavjestiti o bilo kakvoj razlici između nacionalnih propisa i prakse i standarda vazduhoplovne bezbjednosti iz Aneksa gore pomenutog. Svaka ugovorna strana može u svakom trenutku zahtjevati hitne konsultacije sa drugom ugovornom stranom radi diskusije tih razlika u skladu sa stavom 2 Člana 18 ovog Sporazuma.

4. Ugovorne strane su saglasne da se od tih operatera vazduhoplova može zahtjevati da poštuju odredbe vazduhoplovne bezbjednosti navedene u stavu 3 ovog Člana a na osnovu zahtjeva za ulazak, boravak ili izlazak sa teritorije druge ugovorne strane. Svaka ugovorna strana obezbjediće efektivnu primjenu adekvatnih mjera na svojoj teritoriji, kako bi zaštitila vazduhoplov i pregledala putnike, posadu, ručni prtljag, prtljag, kargo i mjesta za skladištenje u vazduhoplovu prije i tokom bordinga ili utovara. U skladu sa nacionalnim zakonodavstvom, svaka ugovorna strana će sa blakonaklonošću razmotriti zahtjev druge strane za primjenu razumnih posebnih bezbjednosnih mjera kako bi se otklonila određena opasnost.

5. Kada se desi incident ili prijetnja incidentom o nezakonitoj otmici civilnog vazduhoplova ili neki drugi akt nezakonitog ometanja protiv sigurnosti tog vazduhoplova, njegovih putnika i posade, aerodroma ili opreme za vazdušnu navigaciju, ugovorne strane pomažu jedna drugoj omogućavajući komunikaciju i druge primjenjive mjere za brz i siguran prekid takvih incidenata ili prijetnji, sa minimalnim rizikom po živote.

6. Svaka ugovorna strana preduzima mjere, koje ocjeni prihvatljivim, kako bi obezbjedila da se vazduhoplov koji je predmet nezakonite otmice ili nekog drugog akta neovlaštenog ometanja, a sletio je na teritoriju određene zemlje, zadrži na zemlji ukoliko njegov odlazak nije uslovljena glavnom dužnošću da se zaštite ljudski životi. Kada god je primjenjivo, te mjere će se preduzeti nakon međusobnih konsultacija.

7. Na osnovu međunarodnih standarda za prenos preliminarnih podataka o putnicima u okviru nacionalnog zakonodavstva, sve ugovorne strane primjenjivaće program slanja potpunih podataka o putnicima (API).

8. Nakon završetka čekiranja za let, jedna od ugovornih strana prosljediće carini ili nekim drugim vlastima druge strane API podatke putnika u formatu koji je u skladu sa međunarodnim standardima o prenosu preliminarnih podataka.

ČLAN 15
RED LETJENJA

1. Određene avio kompanije svake ugovorne strane dostaviće plan letjenja na odobrenje vazduhoplovnim vlastima druge ugovorne strane za svaki period(zimski i ljetnji) najmanje četrdeset pet(45) dana prije pružanja dogovorenih usluga.
2. Za dodatne letove, za koje određena avio kompanija jedne ugovorne strane želi da sprovede dogovorene usluge van odobrenog reda letjenja, ta avio kompanija mora unaprijed da traži dozvolu od vazduhoplovnih vlasti druge ugovorne strane. Takav zahtjev se podnosi se u skladu sa nacionalnim zakonodavstvom ugovornih strana. Ista procedura se primjenjuje za svaku njenu promjenu.

ČLAN 16
STATISTIKA

Vazduhoplovne vlasti svake ugovorne strane će na zahtjev obavještavati vazduhoplovne vlasti druge strane, slati takve periodične ili druge statističke izvještaje, koje mogu biti razumno potrebne za svrhu pregleda kapaciteta pruženih usluga u okviru dogovorenih usluga od strane određene avio kompanije prve ugovorne strane. Ti izvještaji će obuhvatati tražene informacije kako bi odredili obim ostvarenog saobraćaja putem avio kompanije sa kojom su dogovorene usluge, kao i polazišta i destinacije takvog saobraćaja.

ČLAN 17
PRIMJENA NACIONALNOG ZAKONODAVSTVA

- 1.Nacionalno zakonodavstvo jedne ugovorne strane koje se odnosi na dolazak, boravak i odlazak ili saobraćanje i navigaciju na svojoj teritoriji vazduhoplova angažovanog za međunarodni saobraćaj, primjenjivaće se i na vazduhoplov određene avio kompanije druge ugovorne strane dok dolaze, borave ili odlaze sa teritorije prve ugovorne strane
- 2.Nacionalno zakonodavstvo jedne ugovorne strane koje se tiče dolaska, boravka i odlaska sa njegove teritorije, bilo da se radi o putnicima, posadi, prtljagu ili kargu, uključujući i poštu, poput pravila koja se odnose na ulaz, izlaz, vidljivost, kretanje, vazduhoplovnu bezbjednost, pasoše, carinu, valutu, poštanski broj, zdravlje i karantin biće primjenjive na putnike, posadu,

prtljag, kargo ili poštu koji se prevoze vazduhoplovom određene avio kompanije druge ugovorne strane, dok ulaze, borave ili izlaze sa teritorije prve ugovorne strane

3.Svaka ugovorna strana će, po prijemu zahtjeva od druge ugovorne strane, dostaviti kopije važećih zakona, propisa i procedura koji se odnose na ovaj Sporazum.

ČLAN 18

KONSULTACIJE I DOPUNE

1.Ugovorne strane će, u ime bliske saradnje, osigurati pravilnu primjenu i zadovoljavajuću usaglašenost sa odredbama ovog Sporazuma. S tim ciljem će se i vazduhoplovne vlasti ugovornih strana međusobno konsultovati s vremena na vrijeme.

2.Svaka ugovorna strana može u svakom trenutku zahtjevati konsultaciju sa drugom ugovornom stranom a u vezi ovog Sporazuma. Te konsultacije moraju započeti što je prije moguće, a ne kasnije od šezdeset(60)dana od dana kada je druga ugovorna strana primila pismeni zahtjev, ukoliko nije drugačije dogovoreno između ugovornih strana. Ove konsultacije mogu biti obavljene kao diskusije ili korespondencija.

3.Na ovaj Sporazum može se napraviti bilo koji dodatak ili izmjena ako postoji međusobna saglasnost ugovornih strana. Ti dodaci ili izmjene biće u obliku posebnih Protokola, koji čine sastavni dio ovog Sporazuma i stupaju na snagu u skladu sa odredbama Člana 23 ovog Sporazuma.

ČLAN 19

RJEŠAVANJE SPOROVA

1. Ugovorne strane su saglasne da će sve eventualne sporove vezane za tumačenje i primjenu ovog Sporazuma, vazduhoplovne vlasti obiju ugovornih strana, prije svega, nastojati da riješe pregovorima.

2. Ukoliko vazduhoplovne vlasti ne uspiju da postignu dogovor o predmetnom sporu, spor će se rješavati diplomatskim kanalima.

3. Ako ugovorne strane ne postignu dogovor prema stavima 1 i 2 ovog Člana, svaka ugovorna strana može uputiti spor na rješavanje arbitražnom sudu od tri arbitra, sačinjenom od po jednog imenovanog od svake ugovorne strane i trećeg arbitra, koji će presuditi, o čemu će se dogovoriti dva izabrana arbitra pod uslovom da taj arbitar nije državljanin nijedne od država ugovornih strana, a državljanin je države koja ima diplomatske odnose da obje ugovorne strane u vrijeme imenovanja.

Svaka ugovorna strana će predložiti arbitra u roku od šezdeset(60) dana, od dana prijema obavještenja o arbitraži preko diplomatskih kanala. Sudija će biti imenovan u narednih šezdeset(60) dana nakon što svaka ugovorna strana imenuje svoje arbitre.

Ako ugovorne strane ne predlože arbitre u predviđenom roku ili ako se izabrani arbitri ne saglase o izboru sudije u predviđenom periodu, svaka ugovorna strana može zahtjevati da predsjednik Savjeta ICAO, imenuje sudiju ili arbitra koji predstavlja predmetnu(prekršajnu) ugovornu stranu, kada to slučaj nalaže.

4. Podpredsjednik ili stariji član Savjeta ICAO, koji nije državljanin nijedne ugovorne strane, zavisno od slučaja, zamjenjuje Predsjednika ICAO na njegovim arbitražnim dužnostima, kao što je pomenuto u stavu 3 ovog Člana, u slučaju odsustva ili nesposobnosti pomenutog.
5. Arbitražni sud odrediće svoje procedure i mjesto arbitraže.
6. Odluke arbitražnog suda su konačne i obavezujuće za ugovorne strane.
7. Ukoliko bilo koja ugovorna strana ili imenovana avio kompanije bilo koje ugovorne strane odbije da se povinuje odluci arbitražnog suda, druga ugovorna strana može predmetnoj strani ograničiti, obustaviti ili opozvati sva prava ili privilegije koje proizilaze iz ovog Sporazuma.
8. Svaka ugovorna strana sama snosi troškove za svog arbitra. Troškovi za sudiju, uključujući njegov/njen honorar i sve troškove nastale u ICAO, a u vezi sa imenovanjem sudije i/ili arbitara predmetne(prekršajne) ugovorne strane, kako je navedeno u pragrafu 3 ovog Člana, strane će podijeliti na jednakke dijelove.
9. Dok se čeka podnošenje arbitraže i nakon toga dok arbitražni sud ne objavi svoju odluku, ugovorne strane će, osim u slučaju prestanka ovog Sporazuma, nastaviti da sprovode sve svoje obaveze predviđene ovim Sporazumom, ne dovodeći u pitanje konačno prilagođavanje u skladu sa donešenom odlukom.

ČLAN 20

REGISTRACIJA

Ovaj Sporazum, njegovi Aneksi i sve njegove izmjene i dopune biće registrovani u ICAO-u.

ČLAN 21

USKLAĐENOST SA MULTILATERALNIM SPORAZUMIMA

1.U slučaju zaključivanja multilateralnog (višestranog) sporazuma ili ugovora o avio saobraćaju kojeg se pridržavaju obje ugovorne strane, ovaj Sporazum će se prilagoditi da odgovara odredbama tog sporazuma ili ugovora.

2.U slučaju da se samo jedna ugovorna strana pridržava multilateralnog sporazuma ili ugovora o avio saobraćaju, organizovaće se konsultacije između dvije ugovorne strane.

ČLAN 22

TRAJANJE I PRESTANAK VAŽENJA

1. Ovaj Sporazum je sklopljen na neodređeno vrijeme.

2.Svaka ugovorna strana može u svakom trenutku obavijestiti drugu stranu o svojoj odluci da prekine ovaj Sporazum; takvo obavještenje se istovremeno dostavlja i ICAO-u.

3.U tom slučaju, Sporazum se prekida dvanaest (12) mjeseci od datum prijema obavještenja preko diplomatskih kanala ugovornih strana, osim ukoliko se obavještenje o prekidu ne povuče međusobnim sporazumom prije isteka ovog perioda.

Ako ne stigne potvrda o prijemu obavještenja od druge ugovorne strane, smatraće se da je obavještenje dostavljeno u roku od četrnaest (14) radnih dana pošto ICAO primi obavještenje.

ČLAN 23

STUPANJE NA SNAGU

Ovaj Sporazum stupa na snagu na dan kada ugovorne strane dobiju poslednje pismeno obavještenje preko diplomatskih kanala, kojim se potvrđuje kompletiranje njihovih internih procedura, potrebnih za stupanje na snagu ovog Sporazuma.

KAO POTVRDA TOGA, dolje potpisani, propisno ovlašteni od strane Vlada svojih zemalja, potpisali su ovaj Sporazum.

Sačinjeno u Baku-u, dana, 4. februara 2023. u dvije originalne kopije, od koje je svaka na crnogorskom, azerbejdžanskom i engleskom jeziku, a tekst svake je jednako autentičan. U slučaju bilo kakvog odstupanja u interpretaciji, tekst na engleskom će imati prednost.

ZA VLADU CRNE GORE

ZA VLADU REPUBLIKE AZERBEJDŽAN

Mr. Ervin Ibrahimović

Rashid Nabiyeva

A N E K S I
RASPORED RUTE

1. Avio kompanije određene od strane vazduhoplovnih vlasti Crne Gore, imaju pravo da pružaju usluge u vazdušnom saobraćaju u oba pravca na sledeći način

Od	Među tačka	Do	Bilo koja druga dalja tačka
Bilo koja tačka u Crnoj Gori	Bilo koja tačka	Bilo koja tačka u Republici Azerbejdžan	Bilo koja tačka

2. Avio kompanije određene od vazduhoplovnih vlasti Republike Azerbejdžan, imaju pravo da pružaju usluge u vazdušnom saobraćaju u oba pravca na sledeći način

Od	Među tačka	Do	Bilo koja druga dalja tačka
Bilo koja tačka u Republici Azerbejdžan	Bilo koja tačka	Bilo koja tačka u Crnoj Gori	Bilo koja tačka

Napomena:

- 1) Među tačke ili tačke izvan mogu biti izostavljene na bilo kojem letu pod uslovom da usluge počinju i završavaju se na teritoriji zemalja ugovornih strana.
- 2) Saobraćanje ne može biti započeto sa među tačke ili tačaka izvan radi dostavljanja usluga na teritoriji jedne od ugovornih strana, i obrnuto, osim kada se to s vremena na vrijeme dogovori sa vazduhoplovnim vlastima ugovornih strana. Ovo ograničenje se takođe primenjuje na sve vrste saobraćaja sa zaustavljanjem.

Air services agreement between the Government of Montenegro and the Government of the Republic of Azerbaijan

The Government of Montenegro and the Government of the Republic of Azerbaijan hereinafter referred to as "the Contracting Parties",

Being Parties to the Convention on International Civil Aviation and International Air Services Transit Agreement both signed at Chicago on the seventh day of December, 1944,

Desiring to facilitate the expansion of international air services opportunities;

Recognising that efficient and competitive international air services enhance economic growth, trade, tourism, investment;

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

Desiring to conclude an Agreement for the purpose of establishing and operating air services between the Montenegro and the Republic of Azerbaijan and beyond their respective territories,

HAVE AGREED AS FOLLOWS:

ARTICLE I

DEFINITIONS

1. For the purpose of this Agreement, unless the context otherwise requires, the terms:
 - a. "aeronautical authorities" means, in the case of Montenegro, Ministry of capital investments and Civil Aviation Agency and in the case of the Republic of Azerbaijan, the State Civil Aviation Agency under the Ministry of Digital Development and Transport, or in both cases any person or body authorised to exercise the functions presently assigned to the said authorities;
 - b. "Agreement" means, this Agreement, its Annexes and any amendments thereto;
 - c. "agreed services" means scheduled international air services on the route/routes specified in the Annex to this Agreement for the carriage of passengers, cargo and mail, separately or in combination;
 - d. "Annex" means the Annex to this Agreement or any amendments thereto, in accordance with the provisions of Article 18 (Consultations and Amendment) of this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement shall include the Annex except where explicitly agreed otherwise;
 - e. "air service" "international air service", "airline" and "stop for non-traffic purposes" have the meanings specified in Article 96 of the Convention;

f. "capacity" means,

- in relation to an aircraft, the payload of that aircraft available on a route or a section of a route,

- in relation to a specified air service, the capacity of an aircraft used on such service multiplied by the frequency operated by the aircraft over a given period on a route or a section of a route;

g. "Convention" means the Convention on International Civil Aviation signed at Chicago on the seventh day of December, 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or the Convention under Articles 90 and 94 thereof, so far as those annexes and amendments have become effective for the both Contracting Parties;

h. "designated airline(s)" means any airline(s) which has/have been designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;

i. "ground-handling" means services necessary for an aircraft's arrival at and departure from an airport, other than air traffic services;

j. "ICAO" means the International Civil Aviation Organization established according to the Convention;

k. "international air service" means an air service which passes through the air space over the territory of more than one State;

l. "marketing airline" means an airline that offers air service on an aircraft operated by another airline, through code-sharing;

m. "schedule" means the schedule of the routes to operate air services annexed to the present Agreement and any modifications thereto as agreed in accordance with the provisions of Article 18 of the present Agreement;

n. "specified routes" means any route specified in the Annex to this Agreement;

o. "spare parts" mean articles of a repair or replacement nature for incorporation in an aircraft, including engines;

p. "tariff" means, the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;

q. "territory" in relation to the Contracting Parties means the territory of the Republic of Azerbaijan and the territory of Montenegro as the context requires;

r. "traffic" means passengers, baggage, cargo and mail carried on board an aircraft;

s. "regular equipment" means articles, other than stores and spare parts of a removable nature, for use on board an aircraft during flight, including first aid and survival equipment;

t. "user charge" means a charge made to airlines for the provision of airport, air navigation or aviation security facilities and services.

ARTICLE 2
GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airline(s) to establish and operate scheduled international air services on the routes specified in Annex I of this Agreement.
2. The designated airline(s) of either Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:
 - a. to fly across the territory of the other Contracting Party without landing,
 - b. to make stops in the territory of the other Contracting Party for non-traffic purposes,
 - c. to make stops in the territory of the other Contracting Party at the points specified for that route in Annex I to this Agreement for the purpose of embarking and disembarking the international traffic in combination or separately.
3. Nothing in paragraph (1) of this Article shall be deemed to confer on the designated airline(s) of one Contracting Party the right to take on board, in the territory of the other Contracting Party, traffic carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

ARTICLE 3
DESIGNATION AND OPERATING AUTHORISATION

1. Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services on the specified routes and to withdraw or alter such designation. Such designation shall be made in writing and shall be transmitted to the other Contracting Party through diplomatic channels.
2. On receipt of such a designation, and of applications the designated airlines, the aeronautical authorities of other Contracting Party shall, subject to paragraphs (3) and (4) of this Article, grant without delay to the designated airlines the appropriate operating authorization.
3. The Aeronautical Authorities of one Contracting Party may require airlines designated by the other Contracting Party to satisfy that they are qualified to fulfil the conditions prescribed under the national legislation normally and reasonably applied to the operations of international air services by such authorities in conformity with the provisions of the Convention.
4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2 (Grant of Rights) of this Agreement, in any case where the Contracting Party is not satisfied that:

- a. substantial ownership and effective control of that airline are vested in the State of the Contracting Party designating the airline or in its nationals; and/ or
 - b. the Contracting Party designating the airline is maintaining and administering the standards set forth in Article 13 (Aviation Safety) and Article 14 (Aviation Security) of this Agreement.
5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that the airline complies with all the applicable provisions of this Agreement.

ARTICLE 4

REVOCATION OR SUSPENSION OF OPERATING AUTHORISATION

1. Each Contracting Party shall have the right to revoke the operating authorization or to suspend the exercise of the rights specified in Article 2 (Grant of Rights) of this Agreement by an airlines designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:
 - a. where it is not satisfied that the substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals; or,
 - b. where that airline fails to comply with the national legislation of the Contracting Party granting these rights; or,
 - c. where that airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement,
 - d. Where that airline is unable to prove that it is qualified to fulfil the conditions prescribed under national legislation these Authorities normally and reasonably applied to the operation of international air services in conformity with the Convention.
2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of national legislation, such right shall be exercised only after consultations with aeronautical authorities of the other Contracting Party. In such a case, consultations shall begin within a period of sixty (60) days from the date of request made by either Contracting Party for consultations.

ARTICLE 5

CAPACITY

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes.
2. In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interest of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.
3. The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified

routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers and cargo including mail between the territories of the Contracting Parties.

4. In operating the agreed services, the total capacity to be provided and the frequency of the services to be operated by the designated airlines of each Contracting Party shall be agreed upon by the aeronautical authorities of the Contracting Parties before the services are inaugurated. Such capacity and frequency of services initially determined may be reviewed and revised from time to time by said authorities.

ARTICLE 6

TARIFFS

1. The tariffs on any agreed service shall be established at reasonable levels due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of airline and the tariffs of other airlines for any part of the specified route, and other commercial considerations associated with market. These tariffs shall be fixed in accordance with the following provisions of this Article.

2. Aeronautical Authorities of the Contracting Parties may require revision of the tariffs for the reasons of:

- preventing unreasonably discriminatory tariffs or practices;
- protecting consumers from tariffs that are unreasonably high or unreasonably restrictive due either to the abuse of a dominant position or to concerted practices among air carriers;

and

- protecting airlines from tariffs that are artificially low because of direct or indirect governmental subsidy or support.

3. The tariffs established in accordance with the paragraph (1) of this Article shall not be required to be filed by the designated airlines of one Contracting Party with the aeronautical authorities of the other Contracting Party for approval, but may be required to be filed with the aeronautical authorities for the information purposes.

4. Neither Contracting Party shall allow its designated airline or airlines, in the establishment of tariffs, either in conjunction with any other airline or airlines or separately, to abuse market power in a way which has or is likely or intended to have the effect of severely weakening a competitor, being a designated airline of the other Contracting Party, or excluding such a competitor from a route.

5. The Contracting Parties agree that the tariffs which are not established in accordance with the paragraph (1) and (2) of this Article may be regarded as unfair competitive practices which may merit closer examination.

6. In the event that either aeronautical authority is dissatisfied with a tariff proposed or in effect for an airline of the other Contracting Party, the aeronautical authorities will endeavour to settle the matter through consultations, if so requested by either authority.

ARTICLE 7
TAXES, CUSTOMS DUTIES
AND OTHER CHARGES

1. Aircraft operated on international air services by the designated airline of either Contracting Party as well as their regular equipment, supplies of fuel and lubricants and aircraft stores including food, beverages and tobacco on board such aircraft shall be exempt from customs duties and taxes on arriving in the territory of the State of the other Contracting Party, provided that such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

2. There shall also be exempt from the same duties and taxes with the exception of charges corresponding to the service performed:

a. aircraft stores taken on board in the territory of the State of a Contracting Party within limits fixed by the authorities of the said Contracting Party and for use on board outbound aircraft engaged in an international air service of the other Contracting Party;

b. spare parts introduced into the territory of the State of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airline of the other Contracting Party;

c. fuel and lubricants supplied in the territory of the State of a Contracting Party to an outbound aircraft of a designated airline of the other Contracting Party engaged in an international air service even when these supplies are to be used on the part of the journey performed over the territory of the State of the Contracting Party in which they are taken on board.

3. Materials referred to in paragraph 2 of this Article may be required to be kept under customs supervision or control.

4. The regular airborne equipment as well as the materials and supplies retained on board the aircraft of the designated airline of either Contracting Party may be unloaded in the territory of the State of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

5. The necessary documents of the designated airline of one Contracting Party including air tickets, airway bills as well as advertising materials, transportation documents introduced into or being introduced by the designated airline of one Contracting Party in the territory of the State of the other Contracting Party for its own use shall be exempt from custom duties and taxes in the territory of the State of the other Contracting Party during their entry, re-entry or remaining on board.

6. Issues of the taxation of income received by the airlines of Contracting Parties from the international air transportation shall be regulated by the provisions of the "Convention between the Government of the Republic of Azerbaijan and the Government of Montenegro for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income" signed on March 12, 2013.

ARTICLE 8
DIRECT TRANSIT

Subject to the national legislation of each Contracting Party, passengers, baggage, cargo and mail in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a very simplified control except in respect of security measures against violence, air piracy and smuggling of narcotics and psychotropic substances. Baggage, cargo and mail shall be exempt from customs, exercise and similar duties, fees and charges not based on the cost of services provided on arrival.

ARTICLE 9
USER CHARGES

1. Airports, aviation security and other related facilities and services that are provided in the territory of one Contracting Party shall be available for use by the airlines of the other Contracting Party on terms no less favourable than the most favourable terms available to any airline engaged in similar international air services at the time arrangements for use are made.
2. The setting and collection of fees and charges imposed in the territory of one Contracting Party on an airline of the other Contracting Party for the use of airports, aviation security and other related facilities and services shall be just and fair. Any such fees and charges shall be assessed on an airline of the other Contracting Party on terms no less favourable than the most favourable terms available to any airline engaged in similar international air services at the time the fees or charges are imposed.
3. Each Contracting Party shall encourage discussions between its competent charging authorities and the airlines using the services and facilities, or where practicable, through airlines' representative organizations. Users shall be informed, with as much notice as possible, of any proposals for changes in user charges, to enable them to express their views before the changes are made.

ARTICLE 10
AIRLINE REPRESENTATION AND PERSONNEL

1. The designated airlines of each Contracting Party shall have the right to establish their own representations in the territory of the other Contracting Party.
2. In accordance with the national legislation of one Contracting Party relating to entry, residence and employment the designated airline or airlines of the other Contracting Party shall be entitled to bring in and to maintain in the territory of the other Contracting Party their own administrative, commercial, sales, operational, technical and other specialist staff who are required for the operation of the agreed services.
3. These staff requirements may, at the option of the designated airline or airlines of one Contracting Party, be satisfied by its own personnel or by using the services and personnel of any other organization, company operating in the territory of the other Contracting Party and which has been authorized to perform such services for other airlines.

4. The Contracting Parties shall, with the minimum of delay, grant the necessary employment authorizations and other similar documents to the representatives and staff referred to in paragraph 2 of this Article in accordance with their national legislations.

ARTICLE 11

CONVERSION AND REMITTANCE OF REVENUES

1. The designated airlines of each Contracting Party shall have the right to sell and issue its own related transportation documents in the territory of the other Contracting Party through its sales offices and, at its discretion, through its agents. The designated airlines shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the event it is not prohibited by the national legislation of the Contracting Party, in convertible currency or in national currency.

2. The designated airlines of each Contracting Party shall have the right to convert and remit to its country, on demand, at the current rate of exchange, the excess of receipts over expenditures achieved in connection with the carriage of traffic. In the absence of appropriate provisions of a payments agreement between the Contracting Parties, the above mentioned transfer shall be made in convertible currency and in accordance with the national currency exchange legislation of the State of that other Contracting Party.

3. The conversion and remittance of such revenues shall be permitted without restriction at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance.

4. The designated airlines of each Contracting Party shall have the right at their discretion to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in national currency or, in the event it is not prohibited by the national legislation of the Contracting Party, in convertible currency, in accordance with the national currency exchange legislation of the State of that other Contracting Party.

ARTICLE 12

MUTUAL RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licenses, issued or rendered valid by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. However, each Contracting Party reserves the right to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to nationals of its States or rendered valid for them by the other Contracting Party or any other State.
2. If the requirements in respect of the licenses or certificates referred to in paragraph 1 of this Article, issued by the aeronautical authorities of one Contracting Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established

under the Convention, and which difference has been filed with the International Civil Aviation Organization (ICAO), the aeronautical authorities of the other Contracting Party may request consultations with the aeronautical authorities of that Contracting Party with a view to clarifying the practice in question. Failure to reach satisfactory agreement shall constitute grounds for the application of Article 4 (Revocation or Suspension of Operating Authorization) of this Agreement.

ARTICLE 13

AVIATION SAFETY

1. Each Contracting Party may request consultations with the other Contracting Party at any time concerning safety standards in any area relating to aeronautical facilities and services, to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of receipt of that request.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer, in the aspects mentioned in paragraph 1 of this Article, safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum ICAO standards, and that other Contracting Party shall take appropriate corrective action within an agreed period. Failure to take appropriate action within the agreed period shall be grounds for the application of Article 4 (Revocation or Suspension of Operating Authorisation) of this Agreement.

3. As provided for in Article 16 of the Convention, the Contracting Parties agree that any aircraft operated by the designated airline of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be the subject of a search by the authorized representatives of the aeronautical authorities of the other Contracting Party (hereinafter referred to as "ramp inspection"), without unreasonable delay. This would be an inspection by the authorized representatives of the other Contracting Party, on board and around the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant aircraft documents and licenses of its crew and the aircraft equipment and the condition of an aircraft conform to the safety standards established at that time pursuant to the Convention.

4. If any such ramp inspection or series of ramp inspections gives rise to:

a. serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or

b. serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft

operated by the designated airline of a Contracting Party in accordance with paragraph 3 of this Article is denied by the representative of that airline, the other Contracting Party may draw the conclusions referred to in paragraph 4 of this Article.

6. Each Contracting Party reserves the right to suspend or vary the operating authorization of the designated airline of the other Contracting Party immediately in the case the first Contracting Party concludes, whether as a result of a ramp inspection, the denial of an access to a ramp inspection or a series of ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

7. Any action by one Contracting Party in relation to the designated airline of the other Contracting party in accordance with paragraphs 2 or 6 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 14 AVIATION SECURITY

1. In accordance with their rights and obligations under international law, the Contracting Parties reaffirm 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 Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 and the Protocol for the Suppression of Unlawful Acts of Violence at Airports serving International Civil Aviation, signed at Montreal on 24 February 1988 or the Convention on the Marking of Plastic Explosives for the Purpose of Detection done at Montreal on 1 March 1991 or any other Convention on aviation security to which the Contracting Parties are parties.

2. The Contracting Parties shall upon request provide 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, their passengers and crew, of airports and air navigation facilities, and to address any other threat to the security of civil aviation.

3. The Contracting Parties, in their mutual relations, shall act in conformity with the aviation security standards and appropriate recommended practices established by the ICAO and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties. They shall require that operators of aircraft of their registry or operators of aircraft who 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 as are applicable to the Contracting Parties. Accordingly, each Contracting Party shall advise the other Contracting Party of any difference between its national regulations and practices and the aviation security standards of the Annexes referred to above. Either Contracting Party may request immediate consultations with the other Contracting Party at any time to discuss any such differences which shall be held in accordance with paragraph 2 of Article 18 of this Agreement.

4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 of this Article required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively

applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. In accordance with their national legislation, each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof, with minimum risk to life.

6. Each Contracting Party shall take such measures, as it may find practicable, to ensure that an aircraft subject to an act of unlawful seizure or other acts of unlawful interference, which has landed in the territory of the respective State is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

7. Each Contracting Party, based on the international standards for the transmission of preliminary data on passengers within its national legislation, shall apply advance passenger information program about passengers (API).

8. Upon completion of the flight check-in, one Contracting Party shall pass to the customs or other authorities of the other Contracting Party in advance the passenger information in a format that conforms to the international standards of transmission of a preliminary data.

ARTICLE 15

FLIGHT SCHEDULES

1. The designated airline(s) of each Contracting Party shall submit its envisaged flight schedules for approval to the aeronautical authorities of the other Contracting Party on each schedule period (summer and winter) at least forty-five (45) days prior to the operation of the agreed services.

2. For supplementary flights which the designated airline of one Contracting Party wishes to operate on the agreed services outside the approved flight schedule, that airline has to request prior permission from the aeronautical authorities of the other Contracting Party. Such requests shall be submitted in accordance with the national legislation of the Contracting Parties. The same procedure shall be applied to any modification thereof.

ARTICLE 16

STATISTICS

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request, such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by that airline on the agreed services and the origins and destinations of such traffic.

ARTICLE 17

APPLICATION OF NATIONAL LEGISLATION

1. The national legislation of one Contracting Party relating to the admission to, stay in and departure from or operation and navigation in its territory of aircraft engaged in international air services, shall be applicable to the aircraft of the designated airline of the other Contracting Party while entering, within and departing from the territory of the first Contracting Party .
2. The national legislation of one Contracting Party governing entry into, stay in or departure from its territory of passengers, crew, baggage or cargo, including mail, such as regulations relating to entry, exit, clearance, migration, aviation security, passports, customs, currency, postal, health and quarantine shall be applicable to the passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airlines of the other Contracting Party, while entering, within and departing from the territory of the first Contracting Party.
3. Each Contracting Party shall, upon request of the other Contracting Party, supply the copies of the relevant laws, regulations and procedures referred to in this Agreement.

ARTICLE 18 CONSULTATIONS AND AMENDMENT

1. The Contracting Parties shall, in a spirit of close co-operation, ensure the correct implementation of and satisfactory compliance with the provisions of this Agreement. To this end the aeronautical authorities of the Contracting Parties shall consult each other from time to time.
2. Either Contracting Party may at any time request consultation with the other Contracting Party concerning this Agreement. Such consultations shall begin at the earliest possible date but not later than sixty (60) days from the date the other Contracting Party receives the written request, unless otherwise agreed by the Contracting Parties. Such consultations may be conducted through discussion or by correspondence.
3. Any additions and amendments may be made to this Agreement by mutual consent of the Contracting Parties. Such additions and amendments shall be made in a form of separate Protocols being an integral part of this Agreement and shall enter into force in accordance with the provisions of Article 23 of this Agreement.

ARTICLE 19

SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or implementation of this Agreement, the aeronautical authorities of both Contracting Parties shall in the first place endeavour to settle their dispute by negotiations.
2. If the aeronautical authorities fail to reach a settlement of the said dispute, it shall be settled through diplomatic channels.
3. If the Contracting Parties fail to reach a settlement pursuant to paragraphs 1 and 2 of this Article, either Contracting Party may refer the dispute to an arbitral tribunal of three arbitrators, one to be named by each Contracting Party and the third arbitrator, who shall be the umpire, to be agreed upon by the two arbitrators so chosen, provided that such arbitrator shall not be

a national of either Contracting Party and shall be a national of a State having diplomatic relations with each of the Contracting Parties at the time of appointment.

Each Contracting Party shall nominate its arbitrator within a period of sixty (60) days from the date of receipt, through diplomatic channels, of a notice of arbitration. The umpire shall be appointed within a further period of sixty (60) days following the appointment of the arbitrator by each of the Contracting Parties.

If a Contracting Party fails to nominate its arbitrator within the specified period or in case the chosen arbitrators fail to agree on the umpire within the mentioned period, each Contracting Party may request the President of the Council of ICAO to appoint the umpire or the arbitrator representing the Party in default, as the case may require.

4. The Vice-President or a senior member of the ICAO Council, not being a national of either of the Contracting Parties, as the case may be, shall replace the President of ICAO in its arbitral duties, as mentioned in paragraph 3 of this Article, in case of absence or incompetence of the latter.

5. The arbitral tribunal shall determine its procedures and the place of arbitration.

6. The decisions of the arbitral tribunal shall be final and binding upon the Contracting Parties.

7. If either Contracting Party or the designated airline of either Contracting Party fails to comply with the decision of the arbitral tribunal, the other Contracting Party may limit, suspend or revoke any rights or privileges which have been granted by virtue of this Agreement to the Contracting Party in default.

8. Each Contracting Party shall bear the expenses of its own arbitrator. The expenses of the umpire, including his/her fees and any expenses incurred by the ICAO in connection with the appointment of the umpire and/or the arbitrator of the Party in default as referred to in paragraph 3 of this Article shall be shared equally by the Contracting Parties.

9. Pending the submission to arbitration and thereafter until the arbitral tribunal publishes its award, the Contracting Parties shall, except in the event of termination of this Agreement, continue to perform all their obligations under this Agreement without prejudice to a final adjustment in accordance with the said award.

ARTICLE 20

REGISTRATION

This Agreement, its Annexes and any amendments thereto shall be registered with the ICAO.

ARTICLE 21

CONFORMITY WITH MULTILATERAL AGREEMENTS

1. In the event of conclusion of a multilateral convention or agreement concerning air transport to which both Contracting Parties adhere, this Agreement shall be modified to conform to the provisions of such convention or agreement.

2. In case that only one Party adheres to Multilateral Convention or Agreement concerning air transport, the consultations shall be arranged between the two Contracting Parties.

ARTICLE 22

VALIDITY AND TERMINATION

1. This Agreement is concluded for an indefinite period of time.

2. Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall simultaneously be communicated to the ICAO.

3. In such case, the Agreement shall be terminated twelve (12) months after the date of receipt of the notice through diplomatic channels by the other Contracting Party unless the notice to terminate is withdrawn by mutual agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received in fourteen (14) working days after the receipt of the notice by the ICAO.

ARTICLE 23

ENTRY INTO FORCE

This Agreement shall enter into force on the date of the receipt by the Contracting Parties of the last written notification through diplomatic channels confirming the completion of their respective internal procedures required for the entry into force of this Agreement.

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

DONE at Baku, on 4. februar 2023. in two original copies, each in Montenegrin, Azerbaijani and English, each text being equally authentic. In any case of divergence in interpretation, the English text shall prevail.

**FOR THE GOVERNMENT
OF MONTENEGRO**

Mr. Ervin Ibrahimović

**FOR THE GOVERNMENT
OF THE REPUBLIC OF AZERBAIJAN**

Rashid Nabiyeva

A N N E X I
ROUTE SCHEDULE

3. The airlines designated by the Aeronautical Authorities of Montenegro shall be entitled to operate air services in both directions as follows:

From	Intermediate points	To	Beyond Points
Any Points in Montenegro	Any points	Any Points in the Republic of Azerbaijan	Any points

4. The airlines designated by the Aeronautical Authorities of the Republic of Azerbaijan shall be entitled to operate air services in both directions as follows:

From	Intermediate points	To	Beyond Points
Any Points in the Republic of Azerbaijan	Any points	Any Points in Montenegro	Any points

Notes:

- 1) Intermediate points may be omitted on any flight provided that the service begins or ends in the territory of Contracting Parties.
- 2) No traffic may be picked up at intermediate points or points beyond to be set down in the territory of one Contracting Party, and vice versa, except as may from time to time be agreed by the aeronautical authorities of the Contracting Parties. This restriction also applies to all forms of stop-over traffic.

Član 3

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u "Službenom listu Crne Gore-Međunarodni ugovori".