

P L A T F O R M A

**za učešće Delegacije Vlade Crne Gore predvođene ministrom saobraćaja i pomorstva
Osmanom Nurkovićem, na bilateralnim sastancima u Sofiji,
Republika Bugarska 17. juna 2019. godine**

I OCJENA STANJA IZMEĐU CRNE GORE I REPUBLIKE BUGARSKE

Republika Bugarska je priznala nezavisnost Crne Gore 12. juna 2006. godine, a diplomatski odnosi su uspostavljeni 2. avgusta 2006. godine.

U odnosima između Crne Gore i Republike Bugarske primjenjuje se Sporazum između Savezne vlade Savezne Republike Jugoslavije i Vlade Republike Bugarske o međunarodnom drumskom prevozu putnika i stvari ("Službeni list SRJ - Međunarodni ugovori", br. 2/2003 od 31.1.2003. godine).

U Sofiji je 27. i 28. septembra 2017. godine održan sastanak Mješovite komisije o prevozu putnika i tereta u međunarodnom drumskom saobraćaju, kojom prilikom je i potpisan Protokol sa sastanka Mješovite komisije o prevozu putnika i tereta u međunarodnom drumskom saobraćaju između Crne Gore i Republike Bugarske.

Na istom sastanku je i usaglašen tekst Nacrta sporazuma između Vlade Crne Gore i Vlade Republike Bugarske o prevozu putnika i tereta u međunarodnom drumskom saobraćaju. Nakon održanog sastanka i parafiranog nacrta sporazuma isti je potrebno potpisati od strane ministara saobraćaja dvije države.

Takođe, bitno je istaći i da smo sa Republikom Bugarskom na poslednjem sastanku mješovite komisije dogovorili liberalizaciju bilateralnog i tranzitnog prevoza tereta tj. ovaj prevoz je izuzet od režima dozvola.

II RAZLOZI ZBOG KOJIH SE PREDLAŽE POSJETA

Na poziv g. Rosela Jeliazkova, ministra saobraćaja, informacionih tehnologija i komunikacija Republike Bugarske, Delegacija Vlade Crne Gore predvođena ministrom saobraćaja i pomorstva Crne Gore g. Osmanom Nurkovićem boraviće u službenoj posjeti Republici Bugarskoj na bilateralnim sastancima radi potpisivanja Sporazuma između Vlade Crne Gore i Vlade Republike Bugarske o prevozu putnika i tereta u međunarodnom drumskom saobraćaju.

III OSNOVNA TEMA

Glavna tema posjete Republici Bugarskoj je potpisivanje Sporazuma između Vlade Crne Gore i Vlade Republike Bugarske o prevozu putnika i tereta u međunarodnom drumskom saobraćaju, od strane ministara saobraćaja dvije države.

IV SASTAV DELEGACIJE

Osman Nurković, ministar saobraćaja i pomorstva;
Dalibor Milošević, generalni direktor Direktorata za drumski saobraćaj;
Bilsana Bibić, samostalna savjetnica III.

V PREDRAČUN TROŠKOVA ZA RAD DELEGACIJE

Troškovi smještaja, prevoza i dnevnica pokriva Ministarstvo saobraćaja i pomorstva.

SPORAZUM
IZMEĐU VLADE CRNE GORE I VLADE REPUBLIKE BUGARSKE
O PREVOZU PUTNIKA I TERETA U MEĐUNARODNOM DRUMSKOM SAOBRAĆAJU

Vlada Crne Gore i Vlada Republike Bugarske,

U daljem tekstu "strane ugovornice",

U želji da doprinesu razvoju trgovinskih i ekonomskih odnosa između svojih država, kao i razvoj prevoza tereta i putnika u drumskom saobraćaju do i iz njihovih država i tranzita kroz svoje teritorije u okviru tržišne ekonomije,

Dogovorili su se o sljedećem,

I OPŠTE ODREDBE

Član 1

Predmet

1. Ovaj sporazum se primjenjuje na drumski prevoz putnika i tereta do/iz i tranzita kroz teritorije ugovornih strana, kao i na drumski prevoz za/iz trećih zemalja, koji obavljaju vozilima prevoznici osnovani na teritoriji jedne od strana ugovornica, kako je definisano u članu 2 ovog sporazuma.

2. Ovaj sporazum ne utiče na prava i obaveze koje proističu iz drugih međunarodnih obaveza dviju strana ugovornica.

Član 2

Definicije

U ovom sporazumu:

1. "**prevoznik**" označava bilo koje fizičko lice ili pravno lice, registrovano na teritoriji jedne od strana ugovornica, koje obavlja prevoz putnika ili tereta uz naknadu ili za sopstvene potrebe, u skladu sa odgovarajućim nacionalnim zakonima kojim se uređuje pristup zanimanju prevoznika i tržištu prevoza;

2. "**vozilo**" je motorno vozilo, prikolica ili poluprikolica ili kombinacija ovih vozila, definisana na sljedeći način;

- "**motorno vozilo**": bilo koje vozilo na sopstvenom pogonu za prevoz u drumskom saobraćaju, osim šinskih vozila, i obično se koristi za prevoz putnika ili tereta,

- "**prikolica**": bilo koje vozilo dizajnirano da se spoji sa motornim vozilom;

- "**poluprikolica**": prikolica bez prednje osovine spojena tako da značajan dio njene težine i težine njenog tereta nosi motorno vozilo;

3. "**registracija**" podrazumijeva administrativno odobrenje za vozilo u drumskom saobraćaju, uključujući poslednju identifikaciju i njegov serijski broj, da bude poznat kao registarski broj;

4. "**prevoz**" podrazumijeva svako javno dostupno putovanje u cjelini ili djelimično na putu, sa teretom ili prazan, i koristi se za prevoz putnika ili tereta;

5. "**kabotaža**" je prevoz na teritoriji jedne strane ugovornice, sa mjestima utovara ili istovara koji se nalaze na toj teritoriji, od strane prevoznika sa sjedištem na teritoriji druge strane ugovornice;

6. **"prevoz za sopstvene potrebe"** je prevoz putnika i tereta namijenjen isključivo za sopstvene potrebe ili služi svojim zaposlenima ili ga obavlja neprofitna organizacija koja prevozi svoje članove u skladu sa svojim društvenim ciljevima; taj prevoz se obavlja u nekomercijalne svrhe:

- prevozna aktivnost je samo pomoćna aktivnost preduzeća ili organizacije;
- vozila koja su korišćena su u vlasništvu preduzeća ili organizacije; ona se angažuju ili koriste putem dugoročnog ugovora ili putem lizinga, u skladu sa nacionalnim zakonodavstvom ugovornih strana; njima upravlja vozač koji je dio posade preduzeća ili organizacije;

7. **"teritorija strana ugovornica"** označava teritoriju Crne Gore i teritoriju Republike Bugarske;

8. **"država osnivanja"** podrazumijeva teritoriju jedne strane ugovornice u kojoj je osnovan prevoznik i gdje je vozilo registrovano;

9. **"država domaćina"** je strana ugovornica na čijoj teritoriji prevoz obavlja prevoznik koji nije osnovan na teritoriji te države i čije vozilo nije registrovano na teritoriji te strane ugovornice;

10. **"autobus"** označava vozilo koje je namijenjeno za prevoz putnika i koje ima, pored sjedišta vozača, više od osam sjedišta;

11. **"linijski prevoz putnika"** je prevoz putnika na određenoj liniji, u skladu sa redom vožnje i za koji se plaća unaprijed utvrđena cijena. Putnici se ukrcavaju ili iskrcavaju na unaprijed određenim mjestima zaustavljanja i usluga prevoza je dostupna svima, bez obzira na to što u nekim slučajevima postoji potreba za rezervacijom.

Bez obzira ko organizuje prevoz, termin "linijski prevoz putnika" uključuje i uslugu za određenu kategoriju putnika isključujući druge kategorije putnika u slučaju da ova usluga ispunjava gore navedene kriterijume. Ova usluga naziva se "posebnim linijskim prevozom".

12. **"naizmjenični prevoz"** je prevoz putnika sa ponovljenim odlaskom i dolaskom predhodno formirane grupe putnika iz područja odlaska u odredišnu oblast. Mjesto polaska i dolaska označava područje na kojem počinje putovanje i područje na kojem se putovanje završava, zajedno sa okolnim mjestima u krugu od 50 km.

Prva vožnja u povratku i posljednja u odlasku obavlja se praznim vozilom.

Na definiciju naizmjeničnog prevoza ne utiče činjenica da se neki od putnika pridružuju drugoj grupi na povratku, niti činjenica da se prvo putovanje do odredišne tačke i posljednje putovanje do početne tačke obavlja praznim vozilom. Taj tip naizmjeničnog prevoza se naziva "obrnuti naizmjenični prevoz".

Naizmjenični prevoz za koji se obezbeđuje smještaj za najmanje 80 posto putnika u mjestu dolaska i, ako je potrebno, na putovanju, sa ili bez obroka, naziva se "smještaj naizmjenični prevoz".

13. **"povremeni prevoz putnika"** je prevoz koji ne spada u definiciju linijskog prevoza putnika, uključujući i posebni linijski prevoz, gdje je glavna karakteristika da se grupa putnika formira na inicijativu korisnika prevoza ili samog prevoznika;

14. **"kontrolni dokument"** je putni list za autobuse, čija je forma dogovorena i potvrđena od strane Mješovite komisije iz člana 15 ovog sporazuma.

II PREVOZ PUTNIKA

Član 3

Linijski prevoz putnika

1. Linijski prevoz putnika se obavlja autobusom i podliježe sistemu dozvola nadležnog organa u zemlji odlaska, odredišta i tranzita.

2. Zahtjev za dozvolu se podnosi nadležnom organu zemlje osnivanja prevoznika. Ako organ odobri zahtjev, dozvola se dostavlja nadležnom organu druge strane ugovornice. Ako nema reciprociteta, dozvola za bilateralni linijski prevoz može biti odbijena.

Mješovita komisija osnovana na osnovu člana 15 ovog sporazuma, odlučuje o obrascu dozvole, postupku i potrebnoj dokumentaciji koja treba da prati zahtjev, kao i dokumenta koja treba da se nalaze u autobusu u linijskom prevozu.

3. Dozvola se izdaje sa zajedničkom saglasnošću nadležnih organa ugovornih strana.

Odluka o izdavanju ili odbijanju dozvole donosi se u roku od tri mjeseca, ukoliko ne postoje nepredviđene okolnosti.

4. O izmjenama uslova za obavljanje prevoza i otkazivanju prevoza odlučivaće se u skladu sa procedurom navedenom u tačkama 2 i 3 ovog člana.

Ako više nema potrebe za prevozom, prevoznik ga može otkazati, obavještavajući nadležne organe koji su izdali dozvolu, kao i putnike, u roku od tri nedelje.

Član 4

Naizmjenični prevoz

1. Naizmjenični prevoz koji se obavlja autobusima sa ili bez smještaja podliježe sistemu dozvola nadležnog organa u zemlji odlaska, odredišta i tranzita.

2. Zahtjev za dozvolu se podnosi nadležnom organu u državi osnivanja prevoznika.

3. Mješovita komisija može uspostaviti liberalniji režim za naizmjenični prevoz.

Član 5

Povremeni prevoz

1. Povremeni prevoz podliježe Ugovoru o međunarodnom povremenom prevozu putnika običnim i putničkim autobusima (Interbus Ugovor). U slučaju izmjena INTERBUS sporazuma, Mješovita komisija ustanovljena u skladu sa članom 15 ovog sporazuma odlučuje o primjeni režima.

2. Povremeni prevoz za sopstvene potrebe izuzima se od zahtjeva za dozvolu. Povremeni prevoz za sopstvene potrebe mora biti pokriven kontrolnim dokumentom. Uslove korišćenja i sadržaj kontrolnog dokumenta utvrđuje Mješovita komisija iz člana 15 ovog sporazuma.

Član 6

Zajedničke odredbe o prevozu putnika

1. Dozvole za prevoz glase na ime prevoznika i neprenosive su.

2. Obavljanje kabotaže je zabranjeno. Lokalna putovanja, organizovana isključivo za grupe putnika, koje je na destinaciju dovezao isti prevoznik, ne smatraju se kabotažom, ukoliko su upisane u kontrolnom dokumentu.

III PREVOZ TERETA

Član 7

Sistem dozvola

1. Bilateralni i tranzitni prevozi su izuzeti od sistema dozvola.

2. Prevoznici koji su osnovani na teritoriji jedne strane ugovornice, prema dogovorenom sistemu dozvola, obavljaju:

- prevoz do / iz trećih zemalja.

Član 8

Kabotaža

Kabotaža je dozvoljena samo uz posebnu dozvolu države domaćina.

Član 9

Uslovi za dozvole

1. Nadležni organi strana ugovornica razmjenjuju dogovoreni broj nepopunjenih obrazaca dozvola.

Dozvola se izdaje domaćim prevoznicima od strane nadležnog organa ili od tijela koje odredi navedeni organ.

2. Dozvole za prevoz glase na ime prevoznika i neprenosive su.

3. Dozvole se mogu koristiti samo za jedno vozilo. Dozvole će važiti do 31. januara naredne kalendarske godine. U slučaju kombinacije vozila, motorno vozilo je odlučujući faktor u korišćenju dozvole ili oslobađanja od sistema dozvola.

4. Mješovita komisija iz člana 15 ovog sporazuma određuje broj i vrstu dozvola u skladu sa članom 7 ovog sporazuma, koje će strane ugovornice razmjenjivati svake godine, kao i sve dodatne uslove za izdavanje dozvole.

5. Mješovita komisija može uspostaviti liberalniji režim.

IV ZAJEDNIČKE ODREDBE

Član 10

Takse

1. Gorivo, koje se nalazi u uobičajnim, od strane proizvođača ugrađenim, fiksiranim rezervoarima za gorivo predviđenog za vožnju vozila i rad motora na kontrolisanoj temperaturi, kao i maziva, izuzeti su od uvoznih carina na teritoriji države domaćina.

2. Prevoz obuhvaćen ovim sporazumom, u državi domaćina podliježe naplati putarine i naknade za korištenje putne mreže, tunela ili mostova.

Član 11

Masa i dimenzije vozila

1. Maksimalna dozvoljena masa, osovinsko opterećenje i dimenzije vozila ne smiju biti veći od vrijednosti navedenih u dokumentima o registraciji, kao ni od maksimalnih dozvoljenih vrijednosti propisanih u državi domaćinu.

2. Prevoz u zemlji domaćina vozilima čija težina, dimenzije ili opterećenje prelaze dozvoljene gornje granice, dozvoljeni su samo uz posebnu dozvolu koju izdaju nadležni organi države domaćina.

Član 12

Oprema i druge karakteristike

1. Vozila koja prevoze opasne materije ili lakokvarljivu robu moraju biti pripremljena i opremljena u skladu sa zahtjevima Evropskog sporazuma o međunarodnom prevozu opasnih materija u drumskom saobraćaju (ADR) i Sporazuma o međunarodnom prevozu lakokvarljivih namirnica i specijalnim sredstvima za njihov prevoz (ATP).

2. Oprema koja se koristi za praćenje vožnje i vremena za odmor posade vozila mora biti u skladu sa odredbama Evropskog sporazuma o radu posada vozila koji se bave međunarodnim drumskim prevozom (AETR).

3. Ugovorne strane se obavezuju da će u okviru ovog sporazuma promovisati upotrebu vozila koja zadovoljavaju standarde sigurnosti i zaštite životne sredine.

Član 13

Kontrola

Dozvole, kontrolni dokumenti i drugi papiri koji se zahtjevaju dodatno uz ovaj sporazum moraju se držati u vozilima i pokazati na zahtjev kontrolnih službenika.

Član 14

Obaveze prevoznika i kazne

1. Prevoznik jedne od strana ugovornica dužan je da se na teritoriji druge strane ugovornice pridržava obaveza koje proističu iz multilateralnih međunarodnih sporazuma, čije su potpisnice obje strane ugovornice, kao i drugih bilateralnih sporazuma i nacionalnog zakonodavstva, posebno u oblasti saobraćaja i prekršaja, carinskih propisa i drugih uslova za korišćenje dozvola i ograničenja.

2. Nadležni organi u zemlji osnivanja mogu, u slučaju ozbiljnih ili ponovljenih kršenja izvršenih na teritoriji zemlje domaćina, i na njegov zahtjev, preduzeti sljedeće upravne radnje:

- upozoriti prevoznika;
- zabraniti pristup teritoriji strane ugovornice na kojoj je prekršaj počinjen.

U naročito ozbiljnim slučajevima, nadležni organ zemlje domaćina može privremeno zabraniti pristup prekršiocu na njenu teritoriju do odluke organa u državi osnivanja.

Strane ugovornice međusobno se informišu o donesenim odlukama.

Član 15

Saradnja i mješovita komisija

1. Nadležni organi ugovornih strana će preduzeti neophodne korake za implementaciju i primjenu ovog sporazuma i prenijeti korisne informacije jedni drugima. Nadležni organi će se takođe međusobno informisati o svim promjenama u nacionalnom zakonodavstvu koji utiču na primjenu ovog sporazuma.

Nadležni organi pružaju jedni drugima uzajamnu pomoć u svrhu primjene ovog sporazuma.

2. Formiraće se mješovita komisija, koja će sadržati predstavnike iz svake ugovorne strane iz razloga navedenih u tački 1 ovog člana.

Mješovita komisija je odgovorana za primjenu čl. 2, 3, 4, 5, 8, 9, 12 i 13 ovog sporazuma i generalno za razmatranje svih pitanja koja se tiču odnosa između ugovornih strana u oblasti drumskog saobraćaja.

V ZAVRŠNE ODREDBE

Član 16

Nadležni organi

Prema ovom sporazumu, nadležni organi su:

- za Crnu Goru - Ministarstvo saobraćaja i pomorstva;
- za Republiku Bugarsku - Ministarstvo saobraćaja, informacionih tehnologija i komunikacija.

Član 17

Stupanje na snagu i trajanje Ugovora

1. Ovaj Sporazum stupa na snagu 30 dana od datuma prijema drugog obavještenja putem diplomatskih kanala, kojim ugovorne strane jedna drugu informišu da su zahtjevi njihovih internih državnih procedura neophodnih za stupanje na snagu sporazuma ispunjeni.

2. Ovaj sporazum ostaje na snazi na neodređeni rok, i može biti otkazan pismenim obavještenjem bilo koje strane ugovornice. Sporazum prestaje da važi po isteku šest mjeseci od dana prijema note o otkazivanju.

U potvrdi svega navedenog, punopravno opunomoćeni od strana svojih Vlada, potpisuju ovaj sporazum.

Sačinjeno u dva originalna primjerka u, dana, svaki na crnogorskom, bugarskom i engleskom jeziku, pri čemu su svi tekstovi autentični.

U slučaju razlika u tumačenju prevladaće engleski jezik.

**Za Vladu
Crne Gore**

**Za Vladu
Republike Bugarske**

A G R E E M E N T
BETWEEN THE GOVERNMENT OF MONTENEGRO AND THE GOVERNMENT OF
THE REPUBLIC OF BULGARIA ON INTERNATIONAL TRANSPORT OF
PASSENGERS AND GOODS BY ROAD

The Government of the Government of Montenegro and Republic of Bulgaria,
the Hereinafter referred to as “Contracting Parties”,

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

Have agreed as follows,

PART I
GENERAL PROVISIONS

Article 1

Scope

1. The present Agreement applies to road transport of passengers and goods to/from
and transit through the territories of the Contracting Parties, as well as to road transport to/from
third countries, performed by transport operators established on the territory of one of the
Contracting Parties by means of vehicles, as defined in Article 2 of the present Agreement.

2. The present Agreement does not affect the rights and obligations arising from the
other international commitments of the two Contracting Parties.

Article 2

Definitions

In this Agreement:

1. **“Transport operator”** means any natural person, any legal person, or any
association or group of natural or legal persons, registered in the territory of one of the
Contracting Parties, which transports passengers or goods for which it is paid or for its own
account, in accordance with the requirements of national legislation regulating the access to
the occupation of transport operator and to the market.

2. **“Vehicle”** means a motor vehicle, trailer or semi-trailer or a combination of these
vehicles, defined as follows:

- **“motor vehicle”**: any self-propelled vehicle travelling on the road, other than a vehicle
permanently running on rails, and normally used for carrying passengers or goods;

- **“trailer”**: any vehicle designed to be coupled to a motor vehicle;

- **“semi-trailer”**: a trailer without a front axle coupled in such a way that a substantial
part of its weight and of the weight of its load is borne by motor vehicle.

3. **“Registration”** means the administrative authorization for the entry into service in
road traffic of a vehicle, involving the identification of the latter and the issuing to it of the serial
number, to be known as the registration number.

4. **“Transport operation”** means any journey made entirely or in part on roads open
to the public by a vehicle, whether laden or not, used for the carriage of passengers or goods.

5. **“Cabotage”** means the transport operation on the territory of the Contracting Party,
the host country, with loading and unloading points being located on that territory, of a transport
operator established on the territory of the other Contracting Party.

6. **“Transport on own account”** means passenger and goods transport intended solely for or stemming from its own economic activity or serving its own employees, or is performed by a non-profit organization that transports its members on accordance with its social purposes; that transport is carried out without payment provided that:

- the transport activity is only an auxiliary activity of the enterprise or the organization;
- the vehicles used are owned by the enterprise or the organization; they are hired or obtained by means of a long-term contract or by means of leasing, according to the national legislation of the respective Contracting Party; they are also operated by a driver who is part of the staff of the enterprise or the organization.

7. **“Territory of a Contracting Party”** means respectively the territory of the territory of Montenegro and the Republic of Bulgaria.

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

9. **“Host country”** means the territory of a Contracting Party in which the vehicle is operating without being registered there and without the transport operator being established there.

10. **“Bus and Coach”** mean vehicles which are the purpose built and designed for the transport of persons which has, in addition to the driver's seat, more than eight sitting places.

11. **“Regular passenger service”** means a service which carries passengers over a specified route, according to a timetable and for which set fares are charged. Passengers are picked up or set down at predetermined stopping points and the service is accessible to everyone notwithstanding, in some cases, the need to book.

No matter who is organizing the service, the term “regular passenger service” includes also a service which carries specified categories of passengers to the exclusion of other categories of passengers in case that this service meets the above criteria. This service is called “special regular service”.

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

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

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

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

13. **“Occasional service”** means services which do not fall within the definition of regular services, including special regular services, and the main characteristic of which is the carriage of groups of passengers constituted on the initiative of the customer or the carrier himself.

14. **“Control document”** means the waybill for buses and coaches; the form is agreed upon and confirmed by the Joint Committee referred to in Article 15.

PART II

TRANSPORT OF PASSENGERS

Article 3

Regular passenger service

1. Regular passenger service operated by bus or coach are subject to a system of authorizations issued by the competent authority in the country of departure, destination and transit.

2. The authorization application should be made to the competent authority in the country of establishment of the transport operator. If the authority approves the application, the authorization is communicated to the competent authority of the other Contracting Party. If there is no reciprocity, an authorization for a bilateral regular service can be refused.

The Joint Committee set up under Article 15 hereof decides on the form of the authorization, the procedure and supporting documents that should accompany the application as well as the documents that should be carried on board of buses and coaches operating regular passenger services.

3. Authorizations are issued by joint agreement by the competent authorities of the Contracting Parties.

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

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

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

Article 4

Shuttle service

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

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

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

Article 5

Occasional service

1. Occasional services shall be subject to the Agreement on the International Occasional Carriage of Passengers by Coach and Bus (INTERBUS AGREEMENT). In case of changes of the INTERBUS Agreement the Joint Committee set up in Article 15 decides on the regime to be applied.

2. Occasional service on own account shall be exempted from authorization requirement. Occasional service on own account must be covered by a control document. The conditions of use and the content of the control document are laid down by the Joint Committee referred to in Article 15 hereof.

Article 6

Common provisions to passenger service

1. Transport authorizations are personal and are not transferable to other transport operators.

2. The running of cabotage service is prohibited. Local trips organized solely for a group of passengers brought to that location by the same transport operator are not deemed to be cabotage services provided that they are entered on the waybill.

PART III

TRANSPORT OF GOODS

Article 7

Permit system

1. Bilateral and transit transport operations are exempted from permit requirements.
2. Transport operators established on the territory of a Contracting Party may, under the agreed permit system undertake:
 - transport to/from third countries.

Article 8

Cabotage

Cabotage is only permitted with the special authorization of the host country.

Article 9

Permit conditions

1. The competent authorities of the two Contracting Parties exchange an agreed number of blank permit forms every year.

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

2. Permits are personal and are not transferable to third parties.

3. Permits can only be used for one vehicle at a time. The permits shall be valid until 31 January of the successive calendar year. In the case of combination of vehicles, the motor vehicle is the determining factor in permit usage or exemption.

4. The Joint Committee referred to in Article 15 hereof determines the number and type of permits in compliance with Article 7, which the Contracting Parties shall exchange each year, as well as any further conditions governing permit issuance.

5. The Joint Committee can establish more liberal regime.

PART IV

COMMON PROVISIONS

Article 10

Tax provisions

1. The fuel contained in the normal tanks of vehicle, which are built by the manufacturer, and intended to drive the vehicle and operate motor vehicles, as well as lubricants are exempt from all import duty in the territory of the host country.

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

Article 11

Weights and dimensions

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

2. The transport in the host country by vehicles whose weight, dimensions or load exceed the permissible upper limits is permitted only with a special permit issued by the competent authorities of the host country.

Article 12

Equipment and other characteristics

1. Vehicles carrying dangerous goods or perishable goods must be fitted out and equipped in accordance with the requirements of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) and the Agreement on the International Carriage of Perishable Foodstuffs and on the Special Equipment to be used for such Carriage (ATP).

2. Equipment used to monitor crew driving and rest time of vehicles must comply with the provisions of the European Agreement concerning the Work of Crews of Vehicles engaged in International Road Transport (AETR).

3. The Contracting Parties undertake to promote, within the framework of this Agreement, the use of vehicles meeting safety and environmental standards.

Article 13

Control

The permits, control documents and other papers that are required in addition under this Agreement must be kept in vehicles and produced at the request of control officials

Article 14

Obligations of transport operator and penalties

1. The transport operators of a Contracting Party have a duty, on the territory of the other Contracting Party, to comply with obligations arising from multilateral agreements to which the two parties are Contracting Parties, from the present Agreement as well as other bilateral agreements, and from national legislation, particularly traffic rules, custom arrangements and other conditions and restrictions.

2. The competent authorities in the country of establishment may, in the event of serious or repeated infringements committed on the territory of the host country, and at the latter's request, take the following administrative actions:

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

In particularly serious cases, the competent authority of the host country may temporarily prohibit the access of the infringer to its territory pending a decision by the authority in the country of establishment.

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

Article 15

Collaboration and Joint Committee

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

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

2. A Joint Committee shall be set up, comprising delegates from each Contracting Party for the reasons stated in item 1.

The Joint Committee is responsible for implementing Articles 2,3,4,5,8,9,12 and 13 hereof, and generally, for reviewing all questions concerning relations between the Contracting Parties in the field of road transport.

PART V

FINAL PROVISIONS

Article 16

Competent authorities

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

- for Montenegro – the Ministry of Transport and Maritime Affairs;
- for the Republic of Bulgaria – the Ministry of Transport, Information Technology and Communications.

Article 17

Entry into force and duration of the Agreement

1. This Agreement shall enter into force 30 days following the date of receipt of the second notification through diplomatic channels, by which the Contracting Parties inform each other that the requirements of their internal State procedures, necessary for the entry into force of the Agreement have been complied with.

2. This Agreement shall remain in force for an undetermined period as it may be terminated by notice in writing by either Contracting Party. The Agreement is terminated six months, following the date of receipt of the diplomatic notification by which the other Contracting Party is informed on the denunciation.

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

Signed in on 2019 in two (2) original copies in Montenegrin, Bulgarian and English languages, all texts being equally authentic.

In cases of differences in interpretation the English version shall prevail.

THE GOVERNMENT OF
MONTENEGRO

FOR FOR
THE GOVERNMENT OF
THE REPUBLIC OF BULGARIA