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### U K A Z

#### O RAZGLASITVI ZAKONA O RATIFIKACIJI SPORAZUMA MED REPUBLIKO SLOVENIJO IN REPUBLIKO BOSNO IN HERCEGOVINO O REDNEM ZRAČNEM PROMETU (BBHRZP)

Razglušam Zakon o ratifikaciji Sporazuma med Republiko Slovenijo in Republiko Bosno in Hercegovino o rednem zračnem prometu (BBHRZP), ki ga je sprejel Državni zbor Republike Slovenije na seji dne 25. marca 1997.

Št. 001-22-24/97

Ljubljana, dne 2. aprila 1997

Predsednik  
Republike Slovenije  
**Milan Kučan** l. r.

### Z A K O N

#### O RATIFIKACIJI SPORAZUMA MED REPUBLIKO SLOVENIJO IN REPUBLIKO BOSNO IN HERCEGOVINO O REDNEM ZRAČNEM PROMETU (BBHRZP)

##### 1. člen

Ratificira se Sporazum med Republiko Slovenijo in Republiko Bosno in Hercegovino o rednem zračnem prometu, podpisan v Sarajevu 19. januarja 1996.

##### 2. člen

Sporazum se v izvorniku v angleškem jeziku in v prevodu v slovenskem jeziku glasi:

### A G R E E M E N T

#### BETWEEN THE REPUBLIC OF SLOVENIA AND THE REPUBLIC OF BOSNIA AND HERZEGOVINA RELATING TO SCHEDULED AIR SERVICES

Considering that the Republic of Slovenia and  
the Republic of Bosnia and Herzegovina  
(hereinafter referred to as the Contracting Parties)

being Parties to the Convention on International Civil  
Aviation opened for signature at Chicago on the seventh day  
of December, 1944,

desiring to develop co-operation in the field of air trans-  
port, and desiring to establish the necessary basis for the  
operation of scheduled air services,

the Government of the Republic of Slovenia, and

the Government of the Republic of Bosnia and Herze-  
govina

have appointed plenipotentiaries who have agreed as  
follows:

### S P O R A Z U M

#### MED REPUBLIKO SLOVENIJO IN REPUBLIKO BOSNO IN HERCEGOVINO O REDNEM ZRAČNEM PROMETU

Glede na to da sta Republika Slovenija in  
Republika Bosna in Hercegovina  
(v nadaljnjem besedilu imenovani pogodbenici)

pogodbenici Konvencije o mednarodnem civilnem le-  
talstvu, ki je bila odprta za podpis v Chicagu 7. decembra  
1944,

v želji, da poglobita sodelovanje v zračnem prometu, in  
z namenom, da zagotovita potrebne podlage za opravljanje  
rednega zračnega prometa, sta

Vlada Republike Slovenije in

Vlada Republike Bosne in Hercegovine

določili vsaka svojega pooblaščenca, ki sta se dogovo-  
rila o:

Article 1  
DEFINITIONS

1. For the purpose of the present Agreement and its Annex:

a) the term "the Convention" means the Convention on International Civil Aviation opened for signature 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 Convention under articles 90 and 94 thereof, so far as those annexes and amendments are applicable for both Contracting Parties;

b) the term "aeronautical authorities" means in the case of the Republic of Slovenia, the Ministry of Transport and Communications, Civil Aviation Authority and in the case of the Republic of Bosnia and Herzegovina, the Ministry of Transport and Communications, Civil Aviation Authority or, in both cases, any person or body authorised to exercise the functions presently assigned to the said authorities;

c) the term "designated airline" means an airline which one Contracting Party has designated in accordance with Article 3 of the present Agreement for the operation of the agreed air services;

d) the term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which these prices apply, including commission charges and other additional remuneration for agency or sale of transportation documents but excluding remuneration and conditions for the carriage of mail.

2. The Annex forms an integral part of the present Agreement. All references to the Agreement shall include the Annex unless explicitly agreed otherwise.

Article 2  
GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of operating air services on the routes specified in the schedules of the Annex. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively.

2. Subject to the provisions of the present Agreement the airline (airlines) designated by each Contracting Party shall while operating international air services enjoy:

a) the right to fly across the territory of the other Contracting Party without landing;

b) the right to make stops in the territory of the other Contracting Party for non-traffic purposes;

c) the right to embark and disembark, in the said territory at the points specified in the Annex of the present Agreement, passengers, baggage, cargo and mail destined for or coming from points in the territory of the other Contracting Party;

d) the right to embark and disembark, in the territory of third countries at the points specified in the Annex of the present Agreement, passengers, baggage, cargo, and mail destined for or coming from points in the territory of the other Contracting Party, specified in the Annex of the present Agreement.

3. Nothing in this Article shall be deemed to confer on the designated airline (airlines) of one Contracting Party the

1. člen  
DEFINICIJE

1. Posamezni izrazi v tem sporazumu in njegovi prilogi imajo ta pomen:

a) "konvencija" pomeni Konvencijo o mednarodnem civilnem letalstvu, ki je bila odprta za podpis v Chicagu 7. decembra 1944 ter vključuje vsako prilogo, sprejeto na podlagi 90. člena omenjene konvencije, in vsako spremembo priloge ali konvencije v skladu z njenim 90. in 94. členom, če te priloge in spremembe veljajo za obe pogodbenici;

b) "pristojna organa" pomeni za Republiko Slovenijo Ministrstvo za promet in zveze, Upravo Republike Slovenije za zračno plovbo, in za Republiko Bosno in Hercegovino Ministrstvo za promet in zveze, Upravo za civilno letalstvo, ali v obeh primerih katero koli drugo osebo ali telo, pooblaščen za opravljanje nalog, ki jih zdaj opravljata omenjena organa;

c) "določeni prevoznik" pomeni prevoznika v zračnem prometu, ki ga je v skladu s 3. členom tega sporazuma določila posamezna pogodbenica za opravljanje dogovorjene prometa;

d) "tarifa" pomeni cene za prevoz potnikov, prtljage in blaga ter pogoje, na podlagi katerih se te cene uporabljajo, vključno s provizijo in drugimi dodatnimi plačili za agencijo ali za prodajo prevoznih listin, izvzeta pa so nadomestila in pogoji za prevoz pošte.

2. Priloga je sestavni del tega sporazuma. Vsako sklicevanje na sporazum zajema tudi prilogo, razen če je izrecno drugače določeno.

2. člen  
PROMETNE PRAVICE

1. Vsaka pogodbenica daje drugi pogodbenici v tem sporazumu določene pravice, da opravlja zračni promet na progah, ki so določene v prilogi. Ta promet in te proge se v nadaljnjem besedilu imenujejo "dogovorjeni promet" in "določene proge".

2. V skladu z določili tega sporazuma ima določeni prevoznik (prevozniki) v zračnem prometu vsake pogodbenice pri opravljanju mednarodnega zračnega prometa:

a) pravico do preleta ozemlja druge pogodbenice brez pristanka;

b) pravico do pristanka na ozemlju druge pogodbenice v nekomercialne namene;

c) pravico na ozemlju druge pogodbenice v krajih, določenih v prilogi tega sporazuma, vkrcati in izkrcati potnike, prtljago, blago in pošto, ki so namenjeni v ali prihajajo iz krajev na ozemlju druge pogodbenice;

d) pravico vkrcati in izkrcati na ozemlju tretjih držav v krajih, določenih v prilogi tega sporazuma, potnike, prtljago, blago in pošto, ki so namenjeni v ali prihajajo iz krajev na ozemlju pogodbenice, določenih v prilogi tega sporazuma.

3. Določeni prevoznik (prevozniki) ene pogodbenice nima pravice, da na ozemlju druge pogodbenice za plačilo

privilege of embarking, in the territory of the other Contracting Party, passengers, baggage, cargo and mail carried for remuneration or hire and destined for another point in the territory of that Contracting Party.

### Article 3

#### DESIGNATION AND OPERATING AUTHORIZATION

1. Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services. Such designation shall be effected by virtue of a written notification between the aeronautical authorities of both Contracting Parties.

2. The aeronautical authorities which have received the notification of designation shall, subject to the provisions of paragraph 3 and 4 of this Article, without delay grant to the designated airline (airlines) of the other Contracting Party the necessary operating authorization.

3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to prove that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise of the rights specified in Article 2 of the present Agreement, whenever the said Contracting Party has no proof that the preponderant part of the ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. Having received the operating authorization, provided for under paragraph 2 of this Article, the designated airline may at any time begin to operate the agreed services, provided that tariffs established in accordance with the provisions of Article 13 of the present Agreement are in force.

### Article 4

#### REVOCATION AND SUSPENSION OF OPERATING AUTHORIZATION

1. Each Contracting Party shall have the right to revoke or suspend an operating authorization for the exercise of the rights specified in Article 2 of the present Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of such rights, if:

a) the said airline can not prove that the preponderant part of its ownership and effective control are vested in the Contracting Party designating the airline or in its nationals; or

b) the said airline fails to comply with or has seriously infringed the laws or regulations of the Contracting Party granting those rights; or

c) the said airline fails to operate the agreed services in accordance with the conditions prescribed under the present Agreement.

2. Such right shall be exercised only after consultation with the other Contracting Party, unless immediate revocation, suspension or imposition of the conditions provided for

ali najemnino vkrca potnike, prtljago, blago ali pošto, name-njeno v kakšen drug kraj na njenem ozemlju.

### 3. člen

#### DOLOČITEV PREVOZNIKOV IN DOVOLJENJE ZA OPRAVLJANJE PROMETA

1. Vsaka pogodbenica ima pravico določiti enega ali več prevoznikov za opravljanje dogovorjenega prometa. Takšna določitev se opravi z izmenjavo pisnega obvestila med pristojnima organoma pogodbenic.

2. Po prejemu pisnega obvestila o določitvi prevoznika mora pristojni organ v skladu z določilom tretjega in četrtega odstavka tega člena brez odlašanja izdati določenemu prevozniku (prevoznikom) druge pogodbenice potrebno dovoljenje za opravljanje prometa.

3. Pristojni organ ene pogodbenice lahko od določenega prevoznika, ki ga je določila druga pogodbenica, zahteva, naj dokaže, da izpolnjuje pogoje, določene v zakonih in predpisih, ki jih omenjeni organ običajno uporablja glede opravljanja mednarodnega zračnega prometa v skladu z določili konvencije.

4. Vsaka pogodbenica ima pravico odkloniti izdajo dovoljenja za opravljanje prometa iz drugega odstavka tega člena ali določiti pogoje, ki so po njenem mnenju potrebni za uveljavitev pravic iz 2. člena tega sporazuma, če nima dokazov, da so druga pogodbenica ali njeni državljani večinski lastnik in imajo dejanski nadzor nad določenim prevoznikom, ki ga je pogodbenica določila za opravljanje dogovorjenega prometa.

5. Kdo določeni prevoznik dobi dovoljenje za opravljanje prometa iz drugega odstavka tega člena, sme kadar koli začeti opravljati dogovorjeni promet pod pogojem, da so tarife, določene v skladu s 13. členom tega sporazuma, veljavne.

### 4. člen

#### PREKLIC IN ZAČASNA RAZVELJAVITEV DOVOLJENJA ZA OPRAVLJANJE PROMETA

1. Vsaka pogodbenica ima pravico preklicati ali začasno razveljaviti dovoljenje za opravljanje prometa na podlagi pravic, določenih v 2. členu tega sporazuma, ki ga je izdala določenemu prevozniku druge pogodbenice ali mu določiti take pogoje, ki se ji za izvrševanje teh pravic zdijo potrebni, če:

a) prevoznik ne more dokazati, da ima druga pogodbenica ali njeni državljani večinski delež lastništva in dejanski nadzor nad njim;

b) prevoznik ne spoštuje zakonov in predpisov pogodbenice, ki daje te pravice, ali če jih huje krši;

c) prevoznik ne opravlja dogovorjenega prometa pod pogoji, ki so določeni v tem sporazumu.

2. Ta pravica bo uporabljena le po posvetovanju z drugo pogodbenico, razen če so takojšen preklic ali začasna razveljavitev ali uveljavitev pogojev po prvem odstavku te-

under paragraph 1 of this Article is essential to prevent further infringements of laws and regulations.

#### Article 5 EXERCISE OF RIGHTS

1. The designated airlines shall enjoy fair and equal opportunities to operate the agreed services between the territories of the Contracting Parties.

2. The designated airline (airlines) of each Contracting Party shall take into consideration the interests of the designated airline (airlines) of the other Contracting Party so as not to affect unduly the agreed services of the latter airline.

3. The main objective of the agreed services shall be to provide capacity corresponding to traffic demand between the territory of the Contracting Party which has designated the airline (airlines) and the points served on the specified routes, based upon the principle of reciprocity.

4. The right of each of the designated airlines to carry international traffic between the territory of the other Contracting Party and the territories of third countries shall be exercised in conformity with the general principles of normal development to which both Contracting Parties subscribe, and shall be subject to the condition that the capacity shall be adapted:

- a) to traffic demand to and from the territory of the Contracting Party which has designated the airline;
- b) to traffic demand of the areas through which the agreed service passes, local and regional services being taken into account;
- c) to the requirements of an economical operation of the agreed services.

5. Neither Contracting Party shall unilaterally restrict the operations of the designated airline (airlines) of the other Contracting Party, except according to the terms of the present Agreement or by such uniform conditions as may be contemplated by the Convention.

#### Article 6 EXEMPTION FROM DUTIES AND TAXES

1. Aircraft operated in international air services by a designated airline of either Contracting Party, as well as their regular equipment, supplies of fuel and lubricants, aircraft stores including food, beverages and tobacco carried on board such aircraft, shall, on entering into the territory of the other Contracting Party, be exempt from all duties or taxes, provided such equipment, supplies and stores remain on board until they are re-exported.

2. Exempt from the same duties and taxes, with exception of charges corresponding to the services rendered, shall also be:

- a) aircraft stores taken on board in the territory of one Contracting Party, within the limits fixed by the authorities of the said Contracting Party, and intended for use on board an aircraft operated in an international service by a designated airline of the other Contracting Party;
- b) spare parts and regular board equipment imported into the territory of one Contracting Party for the maintenance or repair of aircraft operated in international services;
- c) fuel and lubricants destined for a designated airline of one Contracting Party to supply aircraft operated in international services, even when these supplies are to be used on

ga člena nujni za preprečitev nadaljnjega kršenja zakonov in predpisov.

#### 5. člen URESNIČEVANJE PRAVIC

1. Določeni prevozniki v zračnem prometu imajo primerne in enake možnosti za opravljanje dogovorjenega prometa med ozemljema pogodbenic.

2. Določeni prevoznik (prevozniki) vsake pogodbenice mora upoštevati interese prevoznika (prevoznikov), ki ga je določila druga pogodbenica, da neupravičeno ne ogroža dogovorjenega prometa, ki ga opravlja.

3. Glavni namen dogovorjenega prometa je na podlagi načela vzajemnosti zagotoviti zmogljivost, ki bo v skladu s povpraševanjem po prevozu med ozemljem pogodbenice, ki je določila prevoznika (prevoznike) v zračnem prometu, in kraji, do katerih letijo letala na določenih progah.

4. Pravica vsakega določenega prevoznika do opravljanja prevoza v mednarodnem zračnem prometu med ozemljem druge pogodbenice in ozemljem tretjih držav mora biti v skladu s splošnimi načeli normalnega razvoja, ki jih priznavata obe pogodbenici, pri čemer je treba zmogljivost prilagoditi:

- a) povpraševanju po prevozu z ozemlja in na ozemlje pogodbenice, ki je določila prevoznika;
- b) povpraševanju po prevozu na območjih, čez katera poteka promet, ob upoštevanju lokalnega in regionalnega prometa;
- c) zahtevam glede gospodarnosti dogovorjenega prometa.

5. Nobena pogodbenica ne bo enostransko omejila poslovanja določenega prevoznika (prevoznikov) druge pogodbenice, razen v skladu z določili tega sporazuma ali z enotnimi pogoji, ki bi bili določeni s konvencijo.

#### 6. člen OPROSTITEV CARIN, DAVŠČIN IN TAKS

1. Letala, ki jih uporablja v mednarodnem zračnem prometu določeni prevoznik ene pogodbenice, njihova običajna oprema, zaloge goriva in maziv ter druge zaloge, vključno s hrano, pijačo in tobakom, ki so na njih, so po prihodu na ozemlje druge pogodbenice oproščeni vseh davščin in taks pod pogojem, da ostanejo na letalu, dokler niso ponovno izvoženi.

2. Omenjenih davščin in taks, razen stroškov za opravljene storitve, so oproščeni tudi:

- a) zaloga živil, pijač in tobaka, natovorjena na ozemlju ene pogodbenice v količinah, ki jih določajo njeni pristojni organi, da bi se porabila na letalih, ki jih uporablja v mednarodnem prometu določeni prevoznik druge pogodbenice;
- b) rezervni deli in običajna oprema letala, pripeljana na ozemlje ene pogodbenice, za vzdrževanje in popravilo letal, ki se uporabljajo v mednarodnem prometu;
- c) gorivo in mazivo za letala, ki jih uporablja v mednarodnem zračnem prometu določeni prevoznik druge pogodbenice, tudi takrat, kadar bodo te zaloge porabljene na

any part of a journey performed over the territory of the Contracting Party in which they have been taken on board.

3. The regular board equipment as well as the materials and supplies retained on board the aircraft operated by a designated airline of one Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, they may be placed under supervision of the said authorities until they are re-exported or otherwise disposed of in accordance with customs regulations.

4. The exemptions provided for by this Article shall also be available in situations where a designated airline of either Contracting Party has entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs 1 and 2 of this Article, provided such other airline or airlines similarly enjoy such exemptions from the other Contracting Party.

#### Article 7

##### APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft over that territory, shall apply to the designated airline (airlines) of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing entry into, sojourn in, and departure from its territory of passengers, crew, baggage, cargo or mail, such as formalities regarding entry, exit, emigration and immigration as well as customs and sanitary measures, shall apply to passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airline (airlines) of the other Contracting Party while they are within the said territory.

3. Neither Contracting Party may grant any preference to its own airline with regard to the designated airline (airlines) of the other Contracting Party in the application of the laws and regulations provided for in this Article.

#### Article 8

##### RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences issued, or rendered valid, by one of the Contracting Parties shall, during the period of their validity, be recognized as valid by the other Contracting Party.

2. Each Contracting Party, however, reserves the right to refuse to recognize as valid, for the purpose of flights over its own territory, certificates of competency and licences granted to, or rendered valid for, its own nationals by the other Contracting Party or by any other State.

#### Article 9

##### AVIATION SECURITY

1. Consistent 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 the present Agreement. Without limiting the genera-

delu poti nad ozemljem pogodbenice, na katerem so bile vkrcane.

3. Običajna letalska oprema ter material in zaloge, ki so na letalih določenega prevoznika ene pogodbenice, smejo biti raztovorjeni na ozemlju druge pogodbenice le z dovoljenjem njenih carinskih organov. V takem primeru so lahko pod njihovim nadzorom vse do takrat, dokler niso ponovno izvoženi ali drugače porabljeni v skladu s carinskimi predpisi.

4. Oprostitev, predvidene v tem členu, se bodo uporabljale tudi v primeru, kadar določeni prevoznik ene pogodbenice sklene dogovor z drugim prevoznikom o posojilu ali prevozu na ozemlje druge pogodbenice predmetov, določenih v prvem in drugem odstavku tega člena, če ima ta drugi prevoznik pravico do istih oprostitev na ozemlju druge pogodbenice.

#### 7. člen

##### UPORABA ZAKONOV IN PREDPISOV

1. Zakoni in predpisi ene pogodbenice, s katerimi so urejeni prihod in odhod letal v mednarodnem prometu ali prelet nad njenim ozemljem, veljajo tudi za določenega prevoznika (prevoznike) druge pogodbenice.

2. Zakoni in predpisi ene pogodbenice, ki urejajo prihod, bivanje in odhod potnikov, posadke, prtljage, blaga ali pošte, kot tudi predpisi, ki se nanašajo na vstop in odhod, izseljevanje in priseljevanje, na carinski nadzor in na zdravstvene in sanitarne ukrepe, veljajo tudi za potnike, posadko, prtljago, blago ali pošto v letalih določenega prevoznika (prevoznikov) druge pogodbenice, dokler so na ozemlju prve pogodbenice.

3. Nobena pogodbenica nima pravice svojemu prevozniku v primerjavi z določenim prevoznikom (prevozniki) druge pogodbenice dajati kakršne koli prednosti pri uporabi zakonov in predpisov iz tega člena.

#### 8. člen

##### PRIZNAVANJE POTRDIL IN DOVOLJENJ

1. Spričevala o plovnosti, spričevala o sposobnosti in dovoljenja, ki jih izda ali potrdi ena pogodbenica, bo, dokler so veljavna, priznavala tudi druga pogodbenica.

2. Vsaka pogodbenica si pridržuje pravico, da za preletanje nad svojim ozemljem ne prizna veljavnosti tistim spričevalom o sposobnosti in dovoljenjem, ki jih je njenim državljanom izdala ali potrdila druga pogodbenica ali katera koli druga država.

#### 9. člen

##### VARNOST ZRAČNE PLOVB

1. V skladu s pravicami in obveznostmi po mednarodnem pravu pogodbenici ponovno potrjujeta, da je medsebojna obveznost varovanja civilnega zračnega prometa pred nezakonitimi dejanji sestavni del tega sporazuma. Brez omejevanja svojih pravic in obveznosti po mednarodnem pravu

lity of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences 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 its supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports serving International Civil Aviation, signed at Montreal on 24 February 1988.

2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Convention 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.

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. 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.

#### Article 10 USER CHARGES

1. Each Contracting Party may impose or permit to be imposed on the designated airline (airlines) of the other Contracting Party just and reasonable charges. These charges shall be based on sound economic principles.

2. Charges for the use of airport and air navigation facilities and services offered by one Contracting Party to the designated airline (airlines) of the other Contracting Party shall not be higher than those which have to be paid by national aircraft operating on scheduled international services.

bosta pogodbenici še posebej ravnali v skladu z določili Konvencije o kaznivih dejanjih in nekih drugih dejanjih, storjenih na letalih, sprejete v Tokiu 14. septembra 1963, Konvencije o zatiranju nezakonite ugrabitve zrakoplovov, podpisane v Haagu 16. decembra 1970, Konvencije o zatiranju nezakonitih dejanj zoper varnost civilnega letalstva, podpisane v Montrealu 23. septembra 1971, in njenega dopolnilnega Protokola o zatiranju nezakonitih nasilnih dejanj na letališčih za mednarodno civilno zrakoplovstvo, podpisane v Montrealu 24. februarja 1988.

2. Pogodbenici si bosta na zahtevo medsebojno pomagali, da bi preprečili nezakonite ugrabitve civilnih letal in druga nezakonita dejanja proti varnosti takih letal, njihovih potnikov in posadk, letališč in navigacijskih naprav ter vsako drugo ogrožanje varnosti civilne zračne plovbe.

3. Pogodbenici bosta v medsebojnih odnosih ravnali v skladu z določili Mednarodne organizacije civilnega letalstva o varnosti civilne zračne plovbe, ki so opredeljena v prilogah konvencije, v tisti meri, v kateri ta določila veljajo za obe pogodbenici. Pogodbenici bosta zahtevali od letalskih družb, ki so vpisane v njenem registru ali ki opravljajo pretežni del svojih dejavnosti ali imajo sedež na njenem ozemlju, ter od letaliških podjetij na svojem ozemlju, da delujejo v skladu s takimi varnostnimi predpisi.

4. Pogodbenici se strinjata, da morajo navedene letalske družbe spoštovati letalske varnostne predpise, navedene v 3. odstavku tega člena, ki jih zahteva druga pogodbenica za vstop, odhod oziroma dokler so letala na ozemlju te druge pogodbenice. Vsaka pogodbenica zagotavlja, da se bodo na njenem ozemlju učinkovito izvajali primerni ukrepi za zavarovanje letal in za pregled potnikov, posadke, ročne prtljage, prtljage, blaga in zalog na letalu pred in med vkrcavanjem in natovarjanjem. Pogodbenici bosta z naklonjenostjo obravnavali vsako zahtevo druge pogodbenice za uvedbo razumnih dodatnih varnostnih ukrepov zaradi določene grožnje.

5. Ob nezakoniti ugrabitvi ali grožnji z ugrabitvijo oziroma drugih nezakonitih dejanjih proti varnosti letal, potnikov in posadke, letališč ali navigacijskih naprav bosta pogodbenici pomagali druga drugi, s tem da bosta poskrbeli za komunikacije in druge ustrezne ukrepe, da bi se čim hitreje in varno končal tak incident ali grožnja.

#### 10. člen TAKSE UPORABNIKOV

1. Vsaka pogodbenica lahko uvede ali dovoli, da se uvedejo upravičene in primerne takse za določenega prevoznika (prevoznike) druge pogodbenice. Te takse temeljijo na zdravih ekonomskih načelih.

2. Za uporabo letališč ter letalskih navigacijskih služb in naprav, ki jih da na razpolago ena pogodbenica, ne bo določeni prevoznik (prevozniki) druge pogodbenice plačal več, kot je treba plačati za domača letala, ki se uporabljajo v rednem mednarodnem zračnem prometu.

## Article 11

## COMMERCIAL ACTIVITIES

1. The designated airline (airlines) of one Contracting Party shall be permitted to maintain adequate representations in the territory of the other Contracting Party. These representations may include commercial, operational and technical staff, which may consist of transferred or locally engaged personnel.

2. For the commercial activities the principle of reciprocity shall apply. The competent authorities of each Contracting Party will take all necessary steps to ensure that the representations of the airline (airlines) designated by the other Contracting Party may exercise their activities in an orderly manner.

3. In particular, each Contracting Party grants to the designated airline (airlines) of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airline's discretion, through its agents. Each airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation in the currency of that territory or in freely convertible currencies of other countries in accordance with the foreign exchange regulations in force.

## Article 12

## CONVERSION AND TRANSFER OF REVENUES

Each designated airline shall have the right to convert and remit to its country, in accordance with the foreign exchange regulations in force, at the official rate of exchange, receipts in excess of sums locally disbursed in due proportion to the carriage of passengers, baggage, cargo and mail. If payments between the Contracting Parties are regulated by a special agreement, this special agreement shall apply.

## Article 13

## TARIFFS

1. The tariffs to be applied by each designated airline in connection with any transportation to and from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, the characteristics of each service and the tariffs charged by other airlines.

2. The tariffs referred to in paragraph 1 of this Article shall, if possible, be established by mutual agreement by the designated airlines of both Contracting Parties and after consultation with the other airlines operating over the whole or part of the same route. The designated airlines shall, whenever possible, reach such agreement through the rate fixing procedure established by the international body which formulates proposals in this matter.

3. The tariffs so agreed shall be submitted for approval to the aeronautical authorities of the Contracting Parties at least sixty days before the proposed date of their introduction. In special cases, this time limit may be reduced subject to the agreement of the said authorities. If within thirty days after the submission of the tariffs neither of the aeronautical authorities notifies to the other aeronautical authorities its disapproval, these tariffs shall be considered approved.

## 11. člen

## KOMERCIALNE DEJAVNOSTI

1. Določeni prevoznik (prevozniki) ene pogodbenice ima lahko ustrezna predstavništva na ozemlju druge pogodbenice. Ta predstavništva imajo lahko komercialno, operativno in tehnično osebje. Osebje je lahko iz prve pogodbenice ali lokalno zaposleno.

2. Pri komercialnih dejavnostih bo spoštovano načelo vzajemnosti. Pristojne oblasti obeh pogodbenic bodo storile vse, da bodo predstavništva določenega prevoznika (prevoznikov) druge strani lahko nemoteno opravljala svoje dejavnosti.

3. Še posebej vsaka pogodbenica zagotavlja določene prevozniku (prevoznikom) druge pogodbenice, da na njenem ozemlju prodaja svoje letalske zmogljivosti neposredno ali, če želi, po agentih. Vsak prevoznik ima pravico prodajati take prevozne zmogljivosti in vsak jih lahko prosto kupuje v lokalni valuti ali v konvertibilni valuti drugih držav v skladu z veljavnimi deviznimi predpisi.

## 12. člen

## KONVERZIJA IN TRANSFER PRIHODKOV

Vsaka pogodbenica daje določene prevozniku druge pogodbenice pravico, da v skladu z veljavnimi deviznimi predpisi po uradnem menjalnem tečaju transferira presežek prihodka, ki ga je dosegel na območju prve pogodbenice s prevozom potnikov, prtljage, blaga in pošte. Če so plačila med pogodbenicama urejena s posebnim sporazumom, velja tak sporazum.

## 13. člen

## TARIFE

1. Tarife, ki jih vsak določen prevoznik zaračunava za prevoz na ozemlje ali z ozemlja druge pogodbenice, so določene v primernih zneskih; pri tem naj se upoštevajo vsi pomembni dejavniki, vključno s poslovnimi stroški, primernim dobičkom, značilnostmi vsake proge kot tudi tarife, ki jih zaračunavajo drugi prevozniki v zračnem prometu.

2. O tarifah iz 1. točke tega člena se, če je mogoče, dogovorita določena prevoznika obeh pogodbenic po posvetovanju z drugimi prevozniki, ki opravljajo zračni promet na isti progi ali na delu te proge. Določena prevoznika bosta, kadar koli bo to mogoče, sklenila tak dogovor po postopku za določanje tarif, uveljavljenem v mednarodnem telesu, ki oblikuje predloge na tem področju.

3. Tako določene tarife je treba predložiti v odobritev pristojnim organom obeh pogodbenic najmanj šestdeset dni pred dnem, ki je predlagan za njihovo uveljavitev. V izjemnih primerih se lahko omenjena organa dogovorita za krajši rok. Če pristojni organ nobene od pogodbenic ne sporoči drugi pogodbenici v tridesetih dneh od predložitve, da se s tarifami ne strinja, se šteje, da so tarife potrjene.

4. If the designated airlines cannot agree, or if a tariff is not approved by the aeronautical authorities of one Contracting Party, the aeronautical authorities of both Contracting Parties shall endeavour to determine the tariff by mutual agreement. Such negotiations shall begin within thirty days from the date when it becomes obvious that the designated airlines cannot agree upon a tariff or the aeronautical authorities of one Contracting Party have notified to the aeronautical authorities of the other Contracting Party their disapproval of a tariff.

5. In default of agreement the dispute shall be submitted to the procedure provided for in Article 17 hereinafter.

6. A tariff already established shall remain in force until a new tariff has been established in accordance with the provisions of this Article or Article 17 of the present Agreement but not longer than twelve months from the day of the disapproval of the aeronautical authorities of one of the Contracting Parties.

7. The aeronautical authorities of each Contracting Party shall exercise their best efforts to ensure that the designated airlines conform to the agreed tariffs filed with the aeronautical authorities of the Contracting Parties, and that no airline illegally rebates any portion of such tariffs by any means, directly or indirectly.

#### Article 14

##### TIME-TABLE SUBMISSION

1. Not later than thirty days prior to the beginning of the operation of the agreed services the designated airline (airlines) shall submit the envisaged time-table for approval to the aeronautical authorities of the other Contracting Party. The same procedure shall apply to any modification thereof.

2. For supplementary flights which a designated airline of one Contracting Party wishes to operate on the agreed services outside the approved time-table it has to request prior permission from the aeronautical authorities of the other Contracting Party. Such request shall usually be submitted at least two working-days before operating such flights.

#### Article 15

##### PROVISION OF STATISTICS

The aeronautical authorities of both Contracting Parties shall supply each other, on request, with periodic statistics or other similar information relating to the traffic carried on the agreed services.

#### Article 16

##### CONSULTATIONS

Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of the present Agreement. Such consultations between the aeronautical authorities shall begin within a period of sixty days from the date the other Contracting Party receives the written request, unless otherwise agreed by the Contracting Parties.

4. Če se določena prevoznika ne moreta dogovoriti o tarifi ali če tarife ne potrdi pristojni organ ene pogodbenice, si pristojna organa obeh pogodbenic prizadevata določiti tarifo sporazumno. Taka pogajanja se začnejo v tridesetih dneh, ko se jasno ugotovi, da se določena prevoznika ne moreta dogovoriti, ali ko pristojni organ ene pogodbenice obvesti pristojni organ druge pogodbenice, da se s tarifo ne strinja.

5. Če sporazum ni dosežen, se spor rešuje v skladu z določili 17. člena.

6. Že sprejete tarife veljajo vse do takrat, dokler se v skladu z določili tega in 17. člena sporazuma ne določijo nove tarife, vendar ne dlje kot dvanajst mesecev od dneva, ko pristojni organ ene pogodbenice sporoči, da je zavrnil potrditev.

7. Pristojna organa obeh pogodbenic si bosta prizadevala, da bi zagotovila, da bodo določeni prevozniki spoštovali dogovorjene tarife, ki bodo deponirane pri njiju, in da noben letalski prevoznik ne bo na noben način neposredno ali posredno protizakonito zmanjševal nobenega deleža teh tarif.

#### 14. člen

##### PREDLOŽITEV REDOV LETENJA

1. Določeni prevoznik (prevozniki) ene pogodbenice predloži svoje rede letenja v potrditev pristojnemu organu druge pogodbenice najmanj trideset dni, preden se začne dogovorjeni promet. Enako velja za vsako poznejšo spremembo.

2. Določeni prevoznik ene pogodbenice mora zahtevati od pristojnega organa druge pogodbenice dovoljenje za opravljanje dodatnih letov, ki jih želi opraviti na dogovorjenih progah zunaj potrjenih redov letenja. Tako zahtevo mora praviloma predložiti vsaj dva delovna dneva pred začetkom takih letov.

#### 15. člen

##### STATISTIČNI PODATKI

Pristojna organa obeh pogodbenic si bosta medsebojno na zahtevo izmenjavala statistične podatke in druga podobna obvestila, ki se nanašajo na dogovorjeni promet.

#### 16. člen

##### POSVETOVANJA

Vsaka pogodbenica lahko kadar koli zahteva posvetovanje o uresničevanju, razlagi, uporabi ali dopolnitvi tega sporazuma. Taka posvetovanja med pristojnima organoma se začnejo v šestdesetih dneh po prejemu pisne zahteve, razen če se pogodbenici ne dogovorita drugače.



## Article 17

## SETTLEMENT OF DISPUTES

1. Any dispute arising under the present Agreement which cannot be settled by direct negotiations or through diplomatic channels, shall, at the request of either Contracting Party, be submitted to an arbitral tribunal.

2. In such case, each Contracting Party shall nominate an arbitrator and the two arbitrators shall appoint a president, national of a third State. If within two months after one of the Contracting Parties has nominated its arbitrator, the other Contracting Party has not nominated its own, or, if within the month following the nomination of the second arbitrator, both arbitrators have not agreed on the appointment of the President, each Contracting Party may request the President of the Council of the International Civil Aviation Organization to proceed with the necessary nominations. If the President of the Council of the ICAO is a national of either Contracting Party, the Vice-president of that Council, who is a national of a third state, may be requested to nominate the arbitrators.

3. The arbitral tribunal shall determine its own procedure. Each Contracting Party shall pay the expenses of its arbitrator. The remaining expenses of the arbitral tribunal shall be shared equally by the Contracting Parties.

4. The Contracting Parties shall comply with any decision delivered in the application of this Article.

## Article 18

## MODIFICATIONS

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, such modification, if agreed between the Contracting Parties, shall be applied provisionally from the date of its signature and shall enter into force when the Contracting Parties have notified to each other the fulfilment of their constitutional procedures.

2. Modifications to the Annex of the present Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties.

3. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting parties become bound, the present Agreement shall be modified so as to conform to the provisions of such convention.

## Article 19

## TERMINATION

1. Each Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization.

2. The Agreement shall terminate at the end of a timetable period during which twelve months after the date of the receipt of the notice have elapsed, unless the notice is withdrawn by mutual agreement before the expiry of this period.

3. In default of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen days after the date on which the International Civil Aviation Organization has received communication thereof.

## 17. člen

## REŠEVANJE SPOROV

1. Vse spore, ki bi nastali v zvezi s tem sporazumom in jih pogodbenici ne moreta rešiti s pogajanjem ali po diplomatski poti, bosta na zahtevo vsake pogodbenice predložili v odločitev arbitražnemu sodišču.

2. Vsaka pogodbenica določi v ta namen enega razsodnika, ta dva pa določita predsednika, ki mora biti državlján tretje države. Če v dveh mesecih od dneva, ko je ena pogodbenica določila svojega razsodnika, tega ne stori tudi druga pogodbenica, ali če se v enem mesecu, potem ko je imenovan tudi drugi razsodnik, oba razsodnika ne dogovorita o predsedniku, lahko katera koli pogodbenica zahteva od predsednika sveta Mednarodne organizacije civilnega letalstva, da opravi potrebna imenovanja. Če je predsednik sveta ICAO državlján ene od pogodbenic, opravi imenovanje podpredsednik sveta, ki je državlján tretje države.

3. Arbitražno sodišče določi svoj poslovnik. Vsaka pogodbenica plača stroške svojega razsodnika, preostale stroške arbitražnega sodišča pa krijeta pogodbenici enako.

4. Pogodbenici bosta spoštovali vsako odločitev, ki bo sprejeta na podlagi tega člena.

## 18. člen

## SPREMEMBE

1. Če katera od pogodbenic meni, da je treba spremeniti kakšno določbo tega sporazuma, se taka sprememba, o kateri sta se pogodbenici dogovorili, začasno uporablja od dneva podpisa, veljati pa začne, ko se pogodbenici medsebojno obvestita, da so izpolnjene vse ustavne formalnosti.

2. O spremembah priloge k temu sporazumu se lahko dogovorita neposredno pristojna organa pogodbenic.

3. Ob sklenitvi splošne večstranske konvencije, ki bi zadevala zračni promet in ki bi zavezovala obe pogodbenici, bo ta sporazum spremenjen tako, da bo ustrezal določbam take konvencije.

## 19. člen

## ODPOVED

1. Vsaka pogodbenica lahko kadar koli pisno sporoči, da odpoveduje ta sporazum. Hkrati mora to obvestilo poslati Mednarodni organizaciji civilnega letalstva.

2. Sporazum preneha veljati na koncu veljavnosti reda letenja za tisto sezono, v kateri preteče dvanajst mesecev od dneva prejema sporočila o odpovedi, razen če ni pred potekom tega roka sporočilo sporazumno umaknjeno.

3. Če druga pogodbenica ne potrdi prejema sporočila o odpovedi, se šteje, da ga je prejela štirinajst dni po dnevu, ko ga je prejela Mednarodna organizacija civilnega letalstva.

## Article 20

## REGISTRATION WITH INTERNATIONAL CIVIL AVIATION ORGANIZATION

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

## Article 21

## ENTRY INTO FORCE

The present Agreement shall enter into force when the Contracting Parties have notified each other of the fulfilment of their constitutional formalities with regard to the conclusion and the entering into force of international agreements.

In witness whereof, the plenipotentiaries of the two Contracting Parties have signed the present Agreement.

Done at Sarajevo this 19th day of January 1996 in two originals in the English language.

For the Republic  
of Slovenia  
**Zoran Thaler**, (s)

For the Republic  
of Bosnia and Herzegovina  
**Ibrahim Koluder**, (s)

## 20. člen

## REGISTRACIJA PRI MEDNARODNI ORGANIZACIJI CIVILNEGA LETALSTVA

Ta sporazum in vse njegove spremembe se registrirajo pri Mednarodni organizaciji civilnega letalstva.

## 21. člen

## UVELJAVITEV

Ta sporazum začne veljati, ko pogodbenici druga drugo obvestita, da so izpolnjeni njihovi notranjepravni pogoji glede sklepanja in uveljavitve mednarodnih pogodb.

Da bi to potrdila, sta pooblaščenca pogodbenic podpisala ta sporazum.

Sestavljeno v Sarajevu, dne 19. januarja 1996 v dveh izvornikih v angleškem jeziku.

Za Vlado Republike  
Slovenije  
**Zoran Thaler** l. r.

Za Vlado Republike  
Bosne in Hercegovine  
**Ibrahim Koluder** l. r.

ANNEX  
ROUTE SCHEDULES

## ROUTE SCHEDULE I

Routes on which air services may be operated by the designated airline (airlines) of the Republic of Slovenia:

Points of departure	Intermediate points	Points in Bosnia and Herzegovina	Points beyond
all international airports		all international airports	

## ROUTE SCHEDULE II

Routes on which air services may be operated by the designated airline (airlines) of the Republic of Bosnia and Herzegovina:

Points of departure	Intermediate points	Points in Slovenia	Points beyond
all international airports		all international airports	

## NOTES

1. Intermediate points and points beyond on any of the specified routes may, at the option of the designated airlines, be omitted on any or all flights.

2. Each designated airline may terminate any of its agreed services in the territory of the other Contracting Party.

PRILOGA  
PREGLED PROG

## I. PREGLED PROG

Proge, na katerih lahko opravlja letalski promet prevoznik (prevozniki), ki ga je določila Republika Slovenija:

Kraji vzletanja	Kraji vmesnega pristajanja	Kraji v Bosni in Hercegovini	Naslednji kraji
vsa mednarodna letališča		vsa mednarodna letališča	

## II. PREGLED PROG

Proge, na katerih lahko opravlja letalski promet prevoznik (prevozniki), ki ga je določila Republika Bosna in Hercegovina:

Kraji vzletanja	Kraji vmesnega pristajanja	Kraji v Sloveniji	Naslednji kraji
vsa mednarodna letališča		vsa mednarodna letališča	

## OPOMBE:

1. Kraje vmesnega pristajanja in naslednje kraje na določenih progah lahko določeni prevozniki, če to želijo, izpustijo na posameznem ali na vseh letih.

2. Vsak določen prevoznik lahko konča kateri koli let v okviru dogovorjenega prometa na ozemlju druge pogodbenice.

3. Each designated airline may serve intermediate points and points beyond, not specified in the Annex of the present Agreement, on condition that no traffic rights are exercised between these points and the territory of the other Contracting Party.

3. Vsak določen prevoznik lahko opravlja promet med drugimi kraji vmesnega pristanka in naslednjimi kraji, ki niso navedeni v tej prilogi, pod pogojem, da ne opravlja prometa med temi kraji in ozemljem druge pogodbenice.

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za promet in zveze, Uprava Republike Slovenije za zračno plovbo.

4. člen

Ta zakon začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 326-06/96-20/1

Ljubljana, dne 25. marca 1997

Predsednik  
Državnega zbora  
Republike Slovenije  
**Janez Podobnik, dr. med. l. r.**

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VSEBINA

25. **Zakon o ratifikaciji Sporazuma med Republiko Slovenijo in Republiko Bosno in Hercegovino o rednem zračnem prometu (BBHRZP)**

# ČLOVEKOVE PRAVICE

## ZBIRKA MEDNARODNIH DOKUMENTOV

### v dveh delih

Ljudje morajo svoje pravice poznati, da bi lahko poskrbeli za njihovo uresničevanje, je v uvodu Zbirke mednarodnih dokumentov o človekovih pravicah zapisal prof. dr. Danilo Türk, stalni predstavnik Republike Slovenije pri Združenih narodih. Poznavanju dokumentov o človekovih pravicah je namenjena zbirka, ki jo je ob 50-letnici OZN izdalo Društvo za Združene narode za Republiko Slovenijo.

V prvem delu Zbirke, ki jo je skrbno uredila posebna delovna skupina pod vodstvom predsednice društva prof. dr. Mirjam Škrk, so objavljeni Mednarodna listina človekovih pravic, Teheranska izjava in dokumenti o: pravici do samoodločbe, boju proti diskriminaciji, pravicah žensk in otrok, suženjstvu, tlaki, prisilnem delu, svobodi informiranja in združevanja, zaposlovanju, zakonski zvezi, družini in mladini, družbeni blaginji, napredku in razvoju, pravicah na področju kulture, državljanstvu, azilu in beguncih.

Drugi del zbirke vsebuje dokumente o človekovih pravicah na področju pravosodja, o vojnih zločinih in zločinih proti človeštvu in humanitarnemu pravu.

Cena I. in II. dela: 5250 SIT

(10408)

Naročila sprejema **ČZ URADNI LIST REPUBLIKE SLOVENIJE**, 1000 LJUBLJANA, SLOVENSKA 9, p.p. 379/VII. Pošljete jih lahko po telefaksu 125 14 18.

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