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31. Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Kraljevine Švedske o zračnem prometu (BSEZP)

Na podlagi druge alineje prvega odstavka 107. člena in prvega odstavka 91. člena Ustave Republike Slovenije izdajam

U K A Z

O RAZGLASITVI ZAKONA O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO KRALJEVINE ŠVEDSKE O ZRAČNEM PROMETU (BSEZP)

Razlašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Kraljevine Švedske o zračnem prometu (BSEZP), ki ga je sprejel Državni zbor Republike Slovenije na seji 21. marca 2002.

Št. 001-22-30/02

Ljubljana, 29. marca 2002

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N

O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO KRALJEVINE ŠVEDSKE O ZRAČNEM PROMETU (BSEZP)

1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Vlado Kraljevine Švedske o zračnem prometu, podpisan 5. oktobra 1999 v Stockholmu.

2. člen

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

AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA AND THE GOVERNMENT OF THE KINGDOM OF SWEDEN

The Government of the Republic of Slovenia and the Government of the Kingdom of Sweden, hereinafter referred to as the Contracting Parties

Being parties to the Convention on International Civil Aviation and the International Air Services Transit Agreement opened for signature at Chicago on the seventh day of December 1944, and

Desiring to conclude an Agreement, in conformity with the said Convention, for the purpose of establishing scheduled air services between their respective territories;

Have agreed as follows:

SPORAZUM MED VLADO REPUBLIKE SLOVENIJE IN VLADO KRALJEVINE ŠVEDSKE O ZRAČNEM PROMETU

Vlada Republike Slovenije in Vlada Kraljevine Švedske, v nadaljevanju pogodbenici, sta se

kot pogodbenici Konvencije o mednarodnem civilnem letalstvu in Sporazuma o tranzitu v mednarodnem zračnem prometu, na voljo za podpis v Chicagu 7. decembra 1944, in

v želji, da v skladu z omenjeno konvencijo skleneta sporazum, da bi uvedli redni zračni promet med svojima ozemljema, dogovorili o:

Article 1 Definitions

For the purpose of this Agreement:

(a) "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 of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by 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 Kingdom of Sweden, the Ministry of Transport; or in both cases any person or body authorized to perform the functions presently exercised by the above-mentioned authorities;

(c) the term "designated airline", means an airline which has been designated in accordance with Article 3 of this Agreement;

(d) the terms "territory", "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meaning laid down in Articles 2 and 96 of the Convention;

(e) "Agreement" means this Agreement, the Annex attached thereto, and any amendments thereto;

(f) "Annex" means any Annex to this Agreement or as amended in accordance with the provisions of paragraph 2 of Article 17 of this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement shall include reference to the Annex except otherwise provided;

(g) the term "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 other services performed by the carrier in connection with the air transportation, and including remuneration and conditions offered to agencies, but excluding remuneration or conditions for the carriage of mail;

(h) the term "user charge" means a charge made to airlines by the competent authorities or permitted by them to be made for the provision of airport property or facilities or of air navigation facilities, including related services and facilities, for aircraft, their crews, passengers and cargo.

Article 2 Traffic Rights

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

(a) to fly without landing across the territory of the other Contracting Party,

(b) to make stops in the said territory for non-traffic purposes,

(c) to make stops in the said territory at the points specified in the Annex to this Agreement for the purpose of taking on and discharging in international traffic passengers, cargo and mail, separately or in combination, hereinafter referred to as the agreed services.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline of one Contracting Party the privilege of taking on, in the territory of the other Contracting Party, passengers, cargo, and mail carried for remuneration or hire and destined for another point in the territory of that Contracting Party.

1. člen Opredelitev pojmov

V tem sporazumu:

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

b) "pristojni organ" pomeni za Republiko Slovenijo Ministrstvo za promet in zveze, Upravo Republike Slovenije za zračno plovbo, in za Kraljevino Švedsko Ministrstvo za promet ali v obeh primerih katero koli osebo ali organ, pristojen za naloge, ki jih zdaj opravljata omenjena organa;

c) "določeni prevoznik" pomeni prevoznika, ki je bil določen v skladu s 3. členom tega sporazuma;

d) "ozemlje", "zračni promet", "mednarodni zračni promet", "prevoznik" in "pristanek v nekomercialne namene" imajo pomen, kakršen je določen v 2. in 96. členu konvencije;

e) "sporazum" pomeni ta sporazum, njegovo prilogo in vse njune spremembe;

f) "priloga" pomeni vsako prilogo tega sporazuma ali njeno spremembo v skladu z drugim odstavkom 17. člena tega sporazuma. Priloga je sestavni del tega sporazuma in vsako sklicevanje na sporazum zajema prilogo, razen če ni drugače določeno;

g) "tarifa" pomeni cene, ki se zaračunavajo za prevoz potnikov, prtljage in tovora, ter pogoje, pod katerimi te cene veljajo, vključno s cenami in pogoji za druge storitve, ki jih prevoznik opravlja v povezavi z zračnim prevozom, ter vključno s plačilom in pogoji za agencije, izvzeta pa so plačila ali pogoji za prevoz pošte;

h) "takse za uporabnike" pomenijo takse, ki jih prevoznikom naložijo pristojne oblasti ali za katere dovolijo, da se jim naložijo kot plačilo za uporabo letališč ali letaliških naprav ali navigacijskih naprav, vključno z njimi povezanimi napravami in storitvami za letala, njihove posadke, potnike in tovor.

2. člen Prometne pravice

1. Vsaka pogodbenica prizna drugi pogodbenici pravice, ki jih bodo imeli njeni določeni prevozniki 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, da pri opravljanju mednarodnega prometa pristajajo na ozemlju druge pogodbenice v krajih, navedenih v prilogi tega sporazuma, vkrcajo in izkrcajo potnike, tovor in pošto – ločeno ali kombinirano. Tak promet se v nadaljevanju imenuje dogovorjeni promet.

2. Nobena določba prvega odstavka tega člena ne daje določenemu prevozniku ene pogodbenice pravice, da za plačilo ali najemnino na ozemlju druge pogodbenice vkrcata potnike, tovor in pošto, če so namenjeni v drug kraj na ozemlju te pogodbenice.

3. The airlines of each Contracting Party, other than those designated under Article 3 of this Agreement, shall also enjoy the rights specified in paragraph 1 (a) and (b) of this Article.

Article 3 Designation of Airlines

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating air services on the specified routes and to withdraw or alter such designations.

2. On receipt of such designation the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, without delay grant to a designated airline the appropriate operating authorization.

3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation 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 authorization 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, in any case where it is not satisfied that effective control of that airline is maintained in the territory of the other Contracting Party and that the airline is incorporated and has its principal place of business in the said territory.

5. When an airline has been so designated and authorized, it may begin to operate air services on the specified routes provided that the airline complies with all applicable provisions of this Agreement.

Article 4 Revocation, Suspension, and Imposition of Conditions

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

(a) in any case where it is not satisfied that effective control of that airline is maintained in the territory of the other Contracting Party, which has designated the airline, and that the airline is incorporated and has its principal place of business in the said territory;

(b) in the case of failure by that airline to comply with the laws and regulations of the Contracting Party granting these rights; or

(c) in the case that the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate revocation or suspension of the operating authorization mentioned in paragraph 1 of this Article or imposition of the conditions therein is essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultations with the other Contracting Party.

In this case consultations shall be held within thirty (30) days from the date the other Contracting Party receives such request in writing.

3. Poleg prevoznikov, določenih v skladu s 3. členom tega sporazuma, tudi drugi prevozniki obeh pogodbenic uživajo pravice, navedene v točkah a) in b) prvega odstavka tega člena.

3. člen Določitev prevoznikov

1. Vsaka pogodbenica ima pravico, da za opravljanje zračnega prometa na določenih progah pisno določi enega ali več prevoznikov ter o tem obvesti drugo pogodbenico. Ima pa tudi pravico, da tako določitev umakne ali jo spremeni.

2. Po prejemu obvestila o določitvi druga pogodbenica brez odlašanja in v skladu s tretjim in četrim odstavkom tega člena določenemu prevozniku izda potrebno dovoljenje za opravljanje prometa.

3. Pristojni organ pogodbenice lahko od prevoznika, ki ga je določila druga pogodbenica, zahteva, naj dokaže, da je sposoben izpolnjevati pogoje, določene v zakonih in predpisih, ki jih ta organ v skladu z določbami konvencije običajno uporablja pri opravljanju mednarodnega zračnega prometa.

4. Vsaka pogodbenica ima pravico, da zavrne izdajo dovoljenja iz drugega odstavka tega člena ali da za uresničevanje pravic iz 2. člena določenemu prevozniku naloži take pogoje, kot se ji zdijo primerni, če nima dokaza, da se dejanski nadzor nad prevoznikom opravlja na ozemlju druge pogodbenice, da je tam registriran in ima tam glavni sedež.

5. Ko je prevoznik tako določen in dobi dovoljenje, lahko začne opravljati zračni promet na določenih progah, če izpolnjuje vse veljavne določbe tega sporazuma.

4. člen Preklic, začasni odvzem in določitev pogojev

1. Vsaka pogodbenica ima pravico, da zadrži ali prekliče dovoljenje za opravljanje prometa ali da določenemu prevozniku druge pogodbenice začasno odloži uresničevanje pravic, določenih v 2. členu tega sporazuma, ali da mu za uresničevanje teh pravic naloži pogoje, ki se ji zdijo potrebni, kadar:

a) nima zadovoljivih dokazov, da se dejanski nadzor nad prevoznikom opravlja na ozemlju pogodbenice, ki ga je določila, in da je prevoznik registriran in ima glavni sedež na tem ozemlju;

b) prevoznik ne spoštuje zakonov in predpisov pogodbenice, ki daje te pravice;

c) prevoznik sicer ne deluje v skladu s pogoji, določenimi v tem sporazumu.

2. Razen če je takojšen preklic, začasen odvzem dovoljenja za opravljanje prometa ali določitev pogojev iz prvega odstavka tega člena nujen, da bi se preprečile nadaljnje kršitve zakonov in predpisov, se ta pravica uporabi šele po posvetovanju z drugo pogodbenico.

V takem primeru bodo posvetovanja najkasneje trideset (30) dni po tem, ko druga pogodbenica prejme pisno zahtevo.

Article 5**Utilization of Airports and Facilities**

1. A Contracting Party shall not impose on a designated airline of the other Contracting Party user charges higher than those imposed on its own airlines operating between the territories of the Contracting Parties.

Any air navigation facility charge imposed on international traffic performed by airlines licensed by one of the Contracting Parties, shall be reasonably related to the cost of service rendered to the airline concerned, and levied in accordance with the relevant guidelines issued by the International Civil Aviation Organization (ICAO).

2. When operating the agreed services, the same uniform conditions shall apply to the use by the airlines of both Contracting Parties of airports as well as of all other facilities under their control.

Article 6**Customs Duties**

1. Aircraft operated on international air services by a designated airline of either Contracting Party, as well as its regular equipment, supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. With the exception of charges based on the cost of the service provided, the following items shall also be exempt from duties, fees and charges referred to in paragraph 1 of this Article:

(a) aircraft stores, introduced into or supplied in the territory of a Contracting Party, and taken on board, within reasonable limits, for use on outbound aircraft engaged in an international air service of a designated airline of the other Contracting Party;

(b) spare parts, including engines, introduced into the territory of a Contracting Party for the maintenance or repair of aircraft used in an international air service of a designated airline of the other Contracting Party; and

(c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Contracting Party for use in an aircraft engaged in an international air service of a designated airline of the other Contracting Party, even when these supplies are to be used on a part of the journey performed over the territory of the Contracting Party in which they are taken on board.

3. Equipment and supplies referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities.

4. The exemptions provided for by this Article shall also apply in situations where a designated airline of one Contracting Party has entered into arrangements with other 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 airlines similarly enjoy such exemptions from the other Contracting Party.

Article 7**Storage of Airborne Equipment and Supplies**

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either 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 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. člen**Uporaba letališč in naprav**

1. Pogodbenica določenemu prevozniku druge pogodbenice ne sme naložiti višjih taks za uporabnike, kot veljajo za njene prevoznike, ki opravljajo promet med ozemljema pogodbenic.

Plačilo za uporabo navigacijskih naprav v mednarodnem prometu, ki ga opravljajo prevozniki ene ali druge pogodbenice, mora biti sorazmerno stroškom opravljene storitve in določeno v skladu z veljavnimi smernicami Mednarodne organizacije civilnega letalstva (ICAO).

2. Pri opravljanju dogovorjenega prometa veljajo za prevoznike obeh pogodbenic enaki pogoji za uporabo letališč in vseh drugih naprav, ki so pod nadzorom pogodbenic.

6. člen**Carine**

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 ob prihodu na ozemlje druge pogodbenice oproščeni vseh carin, inšpekcijskih taks in drugih dajatev ali davščin, če ostanejo na letalu, dokler niso ponovno izvoženi.

2. Razen plačil na podlagi stroškov za opravljene storitve so dajatev, taks in pristojbin iz prvega odstavka tega člena oproščeni tudi ti predmeti:

a) zaloge na letalih, pripeljane na ozemlje ene pogodbenice ali na njem zagotovljene, natovorjene v razumnih količinah za uporabo na letalih določenega prevoznika druge pogodbenice, ki v mednarodnem zračnem prometu zapuščajo ozemlje prve pogodbenice;

b) rezervni deli, vključno s stroji, pripeljani na ozemlje ene pogodbenice za vzdrževanje ali popravilo letal, ki jih v mednarodnem zračnem prometu uporablja določeni prevoznik druge pogodbenice, in

c) gorivo, mazivo in potrošne tehnične zaloge, pripeljani na ozemlje pogodbenice ali na njem zagotovljeni za uporabo na letalih, ki jih v mednarodnem zračnem prometu uporablja določeni prevoznik druge pogodbenice, tudi kadar bodo te zaloge porabljene na delu poti nad ozemljem pogodbenice, na katerem so natovorjene.

3. Za opremo in zaloge, navedene v prvem in drugem odstavku tega člena, se lahko zahteva, da so pod nadzorom ustreznih organov.

4. Oprostitve iz tega člena veljajo tudi, kadar določeni prevoznik ene pogodbenice sklene dogovor z drugimi prevozniki o posojilu ali prevozu predmetov, ki so določeni v prvem in drugem odstavku tega člena, na ozemlje druge pogodbenice, če druga pogodbenica takemu drugemu prevozniku daje podobne oprostitve.

7. člen**Skladiščenje opreme in zalog na letalu**

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

Article 8**Entry Clearance Regulations**

1. Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified customs and immigration control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

2. The laws and regulations of one Contracting Party regarding entry, clearance, transit, immigration, passports, customs and quarantine shall be complied with by the designated airlines of the other Contracting Party and by or on behalf of passengers, crew, cargo and mail, upon transit of, admission to, departure from and while within the territory of such a Contracting Party.

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

Article 9**Capacity Provisions**

1. There shall be fair and equal opportunity for the designated airlines of each Contracting Party to operate air services on any route specified in the Annex to this Agreement.

2. In the operation of the air services on the routes specified in the Annex to this Agreement the designated airlines of each Contracting Party shall take into account the interests of the designated airlines of the other Contracting Party so as not to affect unduly the air services which the latter airlines operate.

3. The air services provided by a designated airline shall retain as their primary objective the provision of capacity adequate to current and reasonably anticipated requirements for the carriage of passengers, mail and cargo, coming from or destined for the territory of the Contracting Party designating the airline.

Article 10**Exchange of Statistics**

The aeronautical authorities of either Contracting Party shall, on request, provide to the aeronautical authorities of the other Contracting Party such periodic or other statements of statistics, as may be reasonably required for the purpose of reviewing market developments. Such statements shall include all information required to determine the amount of traffic carried by the airlines on the agreed services.

Article 11**Tariffs**

1. Tariffs shall be established at reasonable levels, due regard being paid to all relevant factors including costs of operation, reasonable return on investment, characteristics of service, the interests of users and the tariffs of other airlines.

2. Neither of the aeronautical authorities will require their designated airlines to consult other airlines before filing tariffs for approval, nor will they prevent such consultations.

3. Any tariff filed in accordance with the provisions of this Article may be approved at any time by the aeronautical authorities of both Contracting Parties (double approval principle). Filings of tariffs are to be received by the aeronautical authorities at least 14 days before their proposed date of effectiveness. This time limit may be reduced, subject to the consent of the said authorities.

8. člen**Predpisi o vstopnih dovoljenjih**

1. Za potnike v tranzitu čez ozemlje ene pogodbenice veljata le enostaven carinski nadzor in nadzor nad priseljevanjem. Prtljaga in tovor v neposrednem tranzitu sta oproščena carin in drugih podobnih dajatev.

2. Zakoni in predpisi ene pogodbenice, ki urejajo vstop, carinski postopek, tranzit, priseljevanje, potne listine, carino in karanteno, veljajo za določenega prevoznika druge pogodbenice in se spoštujejo glede potnikov, posadke, tovora in pošte pri tranzitu, prihodu, odhodu ali dokler so na ozemlju te pogodbenice.

3. Pogodbenica ne sme svojemu prevozniku v primerjavi z določenimi prevozniki druge pogodbenice dajati nobenih prednosti pri uporabi zakonov in predpisov, določenih v tem členu.

9. člen**Določbe o zmogljivosti**

1. Določeni prevozniki pogodbenic imajo pravične in enake možnosti, da opravljajo zračni promet na kateri od prog, določenih v prilogi tega sporazuma.

2. Pri opravljanju zračnega prometa na progah, določenih v prilogi tega sporazuma, določeni prevozniki pogodbenice upoštevajo interese določenih prevoznikov druge pogodbenice, da ne bi neupravičeno vplivali na promet, ki ga ti prevozniki opravljajo.

3. Glavni cilj zračnega prometa, ki ga opravlja določeni prevoznik, je zagotavljanje zmogljivosti, ustrezne trenutnim in razumno pričakovanim potrebam po prevozu potnikov, pošte in tovora, ki prihajajo z ozemlja pogodbenice ali so namenjeni na ozemlje pogodbenice, ki je določila prevoznika.

10. člen**Izmenjava statističnih podatkov**

Pristojni organ ene pogodbenice na zahtevo pošilja pristojnemu organu druge pogodbenice periodična ali druga statistična poročila, kot jih je upravičeno zahtevati, da se pregledajo dogajanja na trgu. Taka poročila vsebujejo vse podatke, potrebne, da se ugotovi obseg prometa, ki ga prevozniki opravljajo v dogovorjenem prometu.

11. člen**Tarife**

1. Tarife so določene na primerni ravni, pri čemer so upoštevani vsi pomembni dejavniki, vključno s stroški obratovanja, donosnostjo naložb, značilnostmi prometa, interesom uporabnikov in tarifami drugih prevoznikov.

2. Pristojna organa ne bosta zahtevala, da se določeni prevozniki posvetujejo z drugimi prevozniki, preden predložijo tarife v odobritev, vendar takih posvetovanj tudi ne bosta preprečevala.

3. Tarifo, predloženo v skladu z določbo tega člena, lahko pristojna organa obeh pogodbenic kadar koli odobrita (načelo dvojne odobritve). Tarife morajo biti predložene v odobritev vsaj 14 dni pred predlaganim dnem njihove uveljavitve. Ta rok se lahko skrajša, če omenjena organa soglašata.

4. Designated airlines are required to file a proposed tariff for carriage between the territory of the Contracting Parties with the aeronautical authorities of both Contracting Parties, in such a form as each of the aeronautical authorities may require. The tariff in question will be treated as having been approved unless within 14 days after the date of receipt of filing the aeronautical authorities of one of the Contracting Parties have served written notice of disapproval of the proposed tariff on the aeronautical authorities of the other Contracting Party.

5. In approving tariffs, the aeronautical authorities of a Contracting Party may attach to their approval such expiry dates as they consider appropriate. Where a tariff has an expiry date, it shall remain in force until the due expiry date, unless withdrawn by the airline or airlines concerned or unless a replacement tariff is filed and approved prior to the expiry date.

6. Designated airlines have the right to match the approved tariffs of any airline between the same points on routes between the territories of the Parties. A matching tariff in accordance with this paragraph shall be filed for information purposes not later than its date of effectiveness with the aeronautical authorities of both Contracting Parties.

7. The aeronautical authorities of either Contracting Party may, at any time, request consultations with the aeronautical authorities of the other Contracting Party on the application of the provisions of this article. Such consultations shall be held within 30 days from receipt of the request.

Article 12

Transfer of Earnings

Each designated airline shall have the right to convert and remit to its country on demand local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted without restrictions 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. If payments between the Contracting Parties are regulated by a special agreement, this special agreement shall apply.

Article 13

Airline Representation

1. Each Contracting Party grants to a designated airline of the other Contracting Party, on the basis of reciprocity, the right to maintain in its territory representatives including office, administrative, commercial and technical personnel as may be necessary for the requirements of the designated airline concerned.

2. The designated airlines of a Contracting Party shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party, either directly or through agents. A Contracting Party shall not restrict the right of the designated airlines of the other Contracting Party to sell, and of any person to purchase, such transportation in local or in any freely convertible currency. Nor shall the Contracting Parties restrict the right of the designated airlines to pay in local or in any freely convertible currency their locally incurred costs.

4. Določeni prevozniki morajo predlagano tarifo za prevoz med ozemljema pogodbenic predložiti pristojnima organoma obeh pogodbenic, in sicer v obliki, ki jo pristojni organ zahteva. Tarifa se šteje za odobreno, če v 14 dneh po prejemu pristojni organ ene pogodbenice pisno ne sporoči pristojnemu organu druge pogodbenice, da se ne strinja s predloženo tarifo.

5. Pri potrjevanju tarif sme pristojni organ ene pogodbenice svoji potrditvi priložiti datum prenehanja, kakršen se mu zdi primeren. Če ima tarifa določen datum prenehanja, velja do tega datuma, razen če je prevoznik ali prevozniki ne umaknejo ali pa je pred iztekom tega datuma predložena in odobrena nadomestna tarifa.

6. Določeni prevozniki imajo pravico, da svoje tarife uskladijo z že odobrenimi tarifami katerega koli prevoznika med istimi kraji na progah med ozemljema pogodbenic. O usklajeni tarifi je treba v skladu s tem odstavkom obvestiti pristojna organa obeh pogodbenic najkasneje do njene uveljavitve.

7. Pristojni organ pogodbenice lahko o izvajanju določb tega člena kadar koli zahteva posvetovanja s pristojnim organom druge pogodbenice. Taka posvetovanja bodo v 30 dneh po prejemu zahteve.

12. člen

Prenos prihodka

Vsak določen prevoznik ima pravico, da na zahtevo zamenja in nakaže v svojo državo presežek prihodka nad lokalnimi izdatki. Menjava in nakazilo sta dovoljena brez omejitev po menjalnem tečaju, ki se uporablja za tekoče transakcije, veljavnem takrat, ko se ti prihodki predložijo v menjavo in nakazilo. Zanje se ne plačujejo pristojbine, razen tistih, ki jih banke navadno zaračunajo za opravljanje takšnih menjav in nakazil. Če so plačila med pogodbenicama urejena s posebnim sporazumom, se uporablja ta posebni sporazum.

13. člen

Predstavništva prevoznikov

1. Pogodbenica dovoljuje določenemu prevozniku druge pogodbenice, da ima na njenem ozemlju na vzajemni podlagi svoja predstavništva, vključno s pisarniškim, upravnim, komercialnim in tehničnim osebjem, ki je potrebno za poslovanje določenega prevoznika.

2. Določeni prevozniki pogodbenice imajo pravico, da na ozemlju druge pogodbenice neposredno ali po zastopnikih prodajajo svoje prevozne storitve. Pogodbenici ne omejujeta pravice določenih prevoznikov druge pogodbenice, da prodajajo, oziroma pravice katere koli osebe, da kupuje take prevozne storitve, in sicer v lokalni ali kateri koli prosto zamenljivi valuti. Pogodbenici tudi ne omejujeta pravice določenih prevoznikov, da v lokalni ali kateri koli prosto zamenljivi valuti plačujejo lokalne stroške.

Article 14**Approval of Flight Schedules**

1. Airlines designated by a Contracting Party shall submit their traffic programmes for approval to the aeronautical authorities of the other Contracting Party at least thirty (30) days prior to the beginning of the operation. The programme shall include in particular the timetables, the frequency of the services and the types of aircraft to be used.

2. Any alteration made in an approved air traffic programme at a later date shall also be submitted for approval. For supplementary flights which the 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 normally be submitted at least two working-days before operating such flights.

Article 15**Aviation Security**

1. Each Contracting Party reaffirms that its obligation to the other Contracting Party to protect the security of civil aviation against unlawful interference forms an integral part of this Agreement. Each Contracting Party shall in particular act in conformity with the aviation security 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 Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23 September 1971, signed at Montreal on 24 February 1988.

2. Each Contracting Party shall be provided at its request with all necessary assistance by the other Contracting Party 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 applicable aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944. Each Contracting Party shall require that operators of aircraft of its registry or operators of aircraft having their principal place of business or permanent residence in its territory and the operators of airports in its territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that 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, mail 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.

14. člen**Potrditev redov letenja**

1. Prevozniki, ki jih je pogodbenica določila, vsaj trideset (30) dni pred začetkom letenja svoje prometne načrte predložijo v odobritev pristojnemu organu druge pogodbenice. Načrt vsebuje predvsem rede letenja, frekvenco letov in tipe letal, ki jih bodo uporabljali.

2. Vsako kasnejšo spremembo že odobrenega prometnega načrta je prav tako treba predložiti v odobritev. Za dodatne lete, ki jih želi določeni prevoznik pogodbenice opraviti zunaj odobrenega reda letenja v dogovorjenem prometu, mora dobiti predhodno dovoljenje pristojnega organa druge pogodbenice. Tako zahtevo je praviloma treba vložiti vsaj dva delovna dneva pred takimi leti.

15. člen**Varovanje v letalstvu**

1. Pogodbenici ponovno potrjujeta, da je obveznost zagotavljanja varnosti civilnega letalstva pred dejanji nezakonitega vmešavanja sestavni del tega sporazuma. Vsaka pogodbenica bo še posebej ravnala v skladu s Konvencijo o kaznivih dejanjih in nekaterih drugih dejanjih, storjenih na letalih, podpisano v Tokiu 14. septembra 1963, Konvencijo o zatiranju nezakonite ugrabitve zrakoplovov, podpisano v Haagu 16. decembra 1970, Konvencijo o zatiranju nezakonitih dejanj zoper varnost civilnega letalstva, podpisano v Montrealu 23. septembra 1971, in njenim dopolnilnim Protokolom o zatiranju nezakonitih nasilnih dejanj na letališčih za mednarodno civilno letalstvo, podpisanim v Montrealu 24. februarja 1988.

2. Pogodbenici na zahtevo druga drugi zagotovita vso potrebno pomoč, da bi preprečili nezakonite ugrabitve civilnih letal in druga nezakonita dejanja proti varnosti takih letal, njihovih potnikov in posadk, letališč in letalskih navigacijskih naprav ter vsako drugo grožnjo varnosti civilnega letalstva.

3. Pogodbenici v medsebojnih odnosih ravnata v skladu z določbami Mednarodne organizacije civilnega letalstva o varovanju civilnega letalstva, opredeljenimi v prilogah Konvencije o mednarodnem civilnem letalstvu, ki je bila na voljo za podpis v Chicagu 7. decembra 1944. Pogodbenici zahtevata od letalskih družb, ki so vpisane v njunih registrih ali imajo glavni sedež ali stalni naslov na njunih ozemljih, ter od letaliških podjetij na svojih ozemljih, da delujejo v skladu s takimi predpisi o varovanju letalstva.

4. Pogodbenici soglašata, da se lahko od njunih letalskih družb zahteva spoštovanje predpisov o varovanju letalstva, navedenih v tretjem 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 na njenem ozemlju učinkovito izvajajo primerni ukrepi za zavarovanje letal, za pregled potnikov, posadke, ročne prtljage, prtljage, tovora, pošte in zalog na letalu pred in med vkrcavanjem ali natovarjanjem. Vsaka pogodbenica z naklonjenostjo obravnava vsako zahtevo druge pogodbenice za uvedbo posebnih, utemeljenih varnostnih ukrepov zaradi določene grožnje.

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, airport or air navigation facilities occurs, each Contracting Party shall assist the other Contracting Party by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

Article 16 Consultations

Either Contracting Party may at any time request consultations on the implementation, interpretation or amendment to this Agreement or compliance with the Agreement. Such consultations, which may be between aeronautical authorities, shall begin within a period of sixty (60) days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

Article 17 Amendments

1. Any amendments to this Agreement agreed by the Contracting Parties shall come into force when approved in accordance with the constitutional requirements of both Contracting Parties and as confirmed by an exchange of diplomatic notes.

2. Amendments to the Annex to this Agreement may be made by direct agreement between the competent 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 deemed to be modified so as to conform with the provisions of such convention.

Article 18 Settlement of Disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement of the dispute by negotiation, they may agree to refer the dispute for decision to an arbitrator, or the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of thirty (30) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In all cases, the third arbitrator shall be a national of a third State, shall act as president of the tribunal and shall determine the place where the arbitration will be held. If the President considers that he is a national of a State which cannot be regarded as neutral in relation to the dispute, the most Senior Vice-President who is not disqualified on that ground shall make the appointment. The arbitral tribunal shall determine its own rules of procedure and shall reach its decision by a majority of votes.

5. Ob nezakoniti ugrabitvi ali grožnji ugrabitve civilnega letala ali drugih nezakonitih dejanjih proti varnosti takega letala, njegovih potnikov in posadke, letališč ali letalskih navigacijskih naprav pogodbenici pomagata druga drugi, s tem da poskrbita za komuniciranje in druge ustrezne ukrepe, da bi se tak dogodek ali grožnja čim hitreje in varneje končal.

16. člen Posvetovanja

Vsaka pogodbenica sme kadar koli zahtevati posvetovanje o uporabi, razlagi ali spremembi tega sporazuma oziroma o njegovem spoštovanju. Takšno posvetovanje, ki je lahko med pristojnima organoma, se začne v šestdesetih (60) dneh, potem ko pogodbenica prejme pisno zahtevo, razen če se pogodbenici dogovorita drugače.

17. člen Spremembe

1. Spremembe tega sporazuma, o katerih se dogovorita pogodbenici, začnejo veljati, ko jih v skladu z ustavnimi zahtevami odobrita in ko to potrdita z izmenjavo diplomatskih not.

2. O spremembah priloge tega sporazuma se lahko neposredno dogovorita pristojna organa pogodbenic.

3. Ob sklenitvi splošne večstranske konvencije o zračnem prometu, ki velja za obe pogodbenici, se šteje, da je ta sporazum spremenjen, tako da ustreza določbam take konvencije.

18. člen Reševanje sporov

1. Če med pogodbenicama pride do spora zaradi razlage ali uporabe tega sporazuma, si ga v prvi vrsti prizadevata rešiti s pogajani.

2. Če pogodbenici spora ne moreta rešiti s pogajani, se lahko dogovorita, da odločitev o sporu prepustita razsodniku, ali pa lahko katera koli pogodbenica spor predloži v odločanje arbitraži treh razsodnikov, od katerih vsaka pogodbenica določi po enega, ta dva skupaj pa določita tretjega. Vsaka pogodbenica imenuje svojega razsodnika v šestdesetih (60) dneh od dneva, ko po diplomatski poti prejme obvestilo z zahtevo druge pogodbenice za razrešitev spora na arbitraži, tretji razsodnik pa je imenovan v naslednjih tridesetih (30) dneh. Če katera koli pogodbenica ne imenuje razsodnika v predvidenem času ali če tretji razsodnik ni določen v predvidenem času, lahko predsednik sveta Mednarodne organizacije civilnega letalstva na zahtevo katere koli pogodbenice imenuje razsodnika ali razsodnike, ki jih primer zahteva. V vsakem primeru je tretji razsodnik državlján tretje države ter deluje kot predsednik arbitraže in odloči, kje bo arbitraža zasedala. Če predsednik meni, da je državlján države, ki v odnosu do spora ni nevtralna, opravi imenovanja po stažu najstarejši podpredsednik, ki ni izključen iz tega razloga. Arbitražno sodišče samo določi svoj poslovnik in sprejema svoje odločitve z večino glasov.

3. Each Contracting Party shall bear the costs of the arbitrator it has nominated as well as of its representation in the arbitral proceeding; the costs of the president and any other costs shall be born in equal parts by the Contracting Parties.

4. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.

5. If and as long as either Contracting Party fails to comply with any decision under paragraph 2 of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default or to a designated airline in default.

Article 19 Registration

This Agreement and its Annex and any subsequent amendment thereto shall be registered with the International Civil Aviation Organization.

Article 20 Termination

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate at the end of the traffic programme period which is effective twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 21 Entry into Force

This Agreement will enter into force when the Contracting Parties have notified each other by exchange of notes that the constitutional requirements of the Contracting Parties for the entering into force of this Agreement have been complied with.

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done at Stockholm on 5 October 1999 in duplicate in the English language.

FOR THE GOVERNMENT OF
THE REPUBLIC OF SLOVENIA
Boris Frlec, (s)

FOR THE GOVERNMENT OF
THE KINGDOM OF SWEDEN
Leif Pagrotsky, (s)

3. Vsaka pogodbenica krije stroške razsodnika, ki ga je imenovala, kakor tudi stroške svoje udeležbe v arbitražnem postopku. Stroške predsednika in druge stroške si pogodbenici delita v enakih deležih.

4. Pogodbenici se zavezujeata, da bosta spoštovali vsako odločitev, sprejeto na podlagi drugega odstavka tega člena.

5. Če in dokler katera od pogodbenic ne spoštuje odločitve, sprejete v skladu z drugim odstavkom tega člena, sme druga pogodbenica za ta čas omejiti, zadržati ali preklicati katero koli pravico ali ugodnost, ki jo je na podlagi tega sporazuma dala določenemu prevozniku ali pogodbenici, ki ne spoštuje teh odločitev.

19. člen Registracija

Ta sporazum, njegovi prilogi in vse poznejše spremembe se registrirajo pri Mednarodni organizaciji civilnega letalstva.

20. člen Odpoved

Vsaka pogodbenica lahko kadar koli sporoči drugi pogodbenici svojo odločitev, da odpoveduje sporazum; tako sporočilo mora biti hkrati poslano Mednarodni organizaciji civilnega letalstva. V takem primeru sporazum preneha veljati ob koncu veljavnosti reda letenja, ki velja dvanajst (12) mesecev, potem ko druga pogodbenica prejme obvestilo o odpovedi, razen če ni pred potekom tega roka obvestilo sporazumno umaknjeno. Če druga pogodbenica ne potrdi prejema obvestila o odpovedi, se šteje, da ga je prejela štirinajst (14) dni po dnevu, ko ga je prejela Mednarodna organizacija civilnega letalstva.

21. člen Začetek veljavnosti

Ta sporazum začne veljati, ko pogodbenici druga drugo z izmenjavo not obvestita, da so izpolnjene njune notranjepravne zahteve za začetek njegove veljavnosti.

Da bi to potrdila, sta podpisnika, ki sta ju za to pravilno pooblastili njuni vladi, podpisala ta sporazum.

Sestavljeno v Stockholmu 5. oktobra 1999 v dveh izvodih v angleškem jeziku.

ZA VLADO
REPUBLIKE SLOVENIJE
Boris Frlec l. r.

ZA VLADO
KRALJEVINE ŠVEDSKE
Leif Pagrotsky l. r

ANNEX A

1. Routes to be operated by the designated airline or airlines of the Government of the Republic of Slovenia:

Column 1: Points in Slovenia	Column 2: Stockholm
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2. Nothing will prevent a designated airline of either Contracting Party to serve other points than those specified in this Annex provided that no commercial rights are exercised between those points and the territory of the other Contracting Party.

ANNEX B

1. Routes to be operated by the designated airline or airlines of the Government of the Kingdom of Sweden:

Column 1: Points in Sweden	Column 2: Ljubljana or Maribor
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2. Nothing will prevent a designated airline of either Contracting Party to serve other points than those specified in this Annex provided that no commercial rights are exercised between those points and the territory of the other Contracting Party.

PRILOGA A

1. Proge, na katerih lahko opravlja promet določeni prevoznik ali prevozniki Vlade Republike Slovenije:

Kraji v Sloveniji	Stockholm
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2. Nič ne preprečuje določenemu prevozniku katere koli pogodbenice, da opravlja promet tudi v druge kraje, ki niso navedeni v tej prilogi, če nima nobenih komercialnih pravic med temi kraji in ozemljem druge pogodbenice.

PRILOGA B

1. Proge, na katerih lahko opravlja promet določeni prevoznik ali prevozniki Vlade Kraljevine Švedske:

Kraji na Švedskem	Ljubljana ali Maribor
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2. Nič ne preprečuje določenemu prevozniku katere koli pogodbenice, da opravlja promet tudi v druge kraje, ki niso navedeni v tej prilogi, če nima nobenih komercialnih pravic med temi kraji in ozemljem druge pogodbenice.

3. člen

Za izvajanje tega sporazuma skrbi Ministrstvo za promet.

4. člen

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

Št. 326-06/02-34/1

Ljubljana, dne 21. marca 2002

Predsednik
Državnega zbora
Republike Slovenije
Borut Pahor l. r.

32. Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Kraljevine Norveške o zračnem prometu (BNOZP)

Na podlagi druge alineje prvega odstavka 107. člena in prvega odstavka 91. člena Ustave Republike Slovenije izdajam

U K A Z**O RAZGLASITVI ZAKONA O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO KRALJEVINE NORVEŠKE O ZRAČNEM PROMETU (BNOZP)**

Razglašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Kraljevine Norveške o zračnem prometu (BNOZP), ki ga je sprejel Državni zbor Republike Slovenije na seji 21. marca 2002.

Št. 001-22-31/02
Ljubljana, 29. marca 2002

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N**O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO KRALJEVINE NORVEŠKE O ZRAČNEM PROMETU (BNOZP)****1. člen**

Ratificira se Sporazum med Vlado Republike Slovenije in Vlado Kraljevine Norveške o zračnem prometu, podpisan 5. oktobra 1999 v Stockholmu.

2. člen

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

**AIR SERVICES AGREEMENT
BETWEEN THE GOVERNMENT OF
THE REPUBLIC OF SLOVENIA AND
THE GOVERNMENT OF THE KINGDOM OF
NORWAY**

The Government of the Republic of Slovenia and the Government of the Kingdom of Norway, hereinafter referred to as the Contracting Parties

Being parties to the Convention on International Civil Aviation and the International Air Services Transit Agreement opened for signature at Chicago on the seventh day of December 1944, and

Desiring to conclude an Agreement, in conformity with the said Convention, for the purpose of establishing scheduled air services between their respective territories;

Have agreed as follows:

Article 1**Definitions**

For the purpose of this Agreement:

(a) "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 of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;

**SPORAZUM
MED VLADO REPUBLIKE SLOVENIJE IN
VLADO KRALJEVINE NORVEŠKE
O ZRAČNEM PROMETU**

Vlada Republike Slovenije in Vlada Kraljevine Norveške, v nadaljevanju pogodbenici, sta se

kot pogodbenici Konvencije o mednarodnem civilnem letalstvu in Sporazuma o tranzitu v mednarodnem zračnem prometu, na voljo za podpis v Chicagu 7. decembra 1944, in

v želji, da v skladu z omenjeno konvencijo skleneta sporazum, da bi uvedli redni zračni promet med svojima ozemljema, dogovorili o:

1. člen**Opredelitev pojmov**

V tem sporazumu:

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

(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 Kingdom of Norway, the Ministry of Transport; or in both cases any person or body authorized to perform the functions presently exercised by the above-mentioned authorities;

(c) the term "designated airline", means an airline which has been designated in accordance with Article 3 of this Agreement;

(d) the terms "territory", "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meaning laid down in Articles 2 and 96 of the Convention;

(e) "Agreement" means this Agreement, the Annex attached thereto, and any amendments thereto;

(f) "Annex" means any Annex to this Agreement or as amended in accordance with the provisions of paragraph 2 of Article 17 of this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement shall include reference to the Annex except otherwise provided;

(g) the term "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 other services performed by the carrier in connection with the air transportation, and including remuneration and conditions offered to agencies, but excluding remuneration or conditions for the carriage of mail;

(h) the term "user charge" means a charge made to airlines by the competent authorities or permitted by them to be made for the provision of airport property or facilities or of air navigation facilities, including related services and facilities, for aircraft, their crews, passengers and cargo.

Article 2 Traffic Rights

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

(a) to fly without landing across the territory of the other Contracting Party,

(b) to make stops in the said territory for non-traffic purposes,

(c) to make stops in the said territory at the points specified in the Annex to this Agreement for the purpose of taking on and discharging in international traffic passengers, cargo and mail, separately or in combination, hereinafter referred to as the agreed services.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline of one Contracting Party the privilege of taking on, in the territory of the other Contracting Party, passengers, cargo, and mail carried for remuneration or hire and destined for another point in the territory of that Contracting Party.

3. The airlines of each Contracting Party, other than those designated under Article 3 of this Agreement, shall also enjoy the rights specified in paragraph 1 (a) and (b) of this Article.

b) "pristojni organ" pomeni za Republiko Slovenijo Ministrstvo za promet in zveze, Upravo Republike Slovenije za zračno plovbo, in za Kraljevino Norveško Ministrstvo za promet ali v obeh primerih katero koli osebo ali organ, pristojen za naloge, ki jih zdaj opravljata omenjena organa;

c) "določeni prevoznik" pomeni prevoznika, ki je bil določen v skladu s 3. členom tega sporazuma;

d) "ozemlje", "zračni promet", "mednarodni zračni promet", "prevoznik" in "pristanek v nekomercialne namene" imajo pomen, kakršen je določen v 2. in 96. členu konvencije;

e) "sporazum" pomeni ta sporazum, njegovo prilogo in vse njune spremembe;

f) "priloga" pomeni vsako prilogo tega sporazuma ali njeno spremembo v skladu z drugim odstavkom 17. člena tega sporazuma. Priloga je sestavni del tega sporazuma in vsako sklicevanje na sporazum zajema prilogo, razen če ni drugače določeno;

g) "tarifa" pomeni cene, ki se zaračunavajo za prevoz potnikov, prtljage in tovora, ter pogoje, pod katerimi te cene veljajo, vključno s cenami in pogoji za druge storitve, ki jih prevoznik opravlja v povezavi z zračnim prevozom, ter vključno s plačilom in pogoji za agencije, izvzeta pa so plačila ali pogoji za prevoz pošte;

h) "takse za uporabnike" pomenijo takse, ki jih prevoznikom naložijo pristojne oblasti ali za katere dovolijo, da se jim naložijo kot plačilo za uporabo letališč ali letaliških naprav ali navigacijskih naprav, vključno z njimi povezanimi napravami in storitvami za letala, njihove posadke, potnike in tovor.

2. člen Prometne pravice

1. Vsaka pogodbenica prizna drugi pogodbenici pravice, ki jih bodo imeli njeni določeni prevozniki 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, da pri opravljanju mednarodnega prometa pristajajo na ozemlju druge pogodbenice v krajih, navedenih v prilogi tega sporazuma, vkrcajo in izkrcajo potnike, tovor in pošto – ločeno ali kombinirano. Tak promet se v nadaljevanju imenuje dogovorjeni promet.

2. Nobena določba prvega odstavka tega člena ne daje določenemu prevozniku ene pogodbenice pravice, da za plačilo ali najemnino na ozemlju druge pogodbenice vkrcajo potnike, tovor in pošto, če so namenjeni v drug kraj na ozemlju te pogodbenice.

3. Poleg prevoznikov, določenih v skladu s 3. členom tega sporazuma, tudi drugi prevozniki obeh pogodbenic uživajo pravice, navedene v točkah a) in b) prvega odstavka tega člena.

Article 3 Designation of Airlines

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating air services on the specified routes and to withdraw or alter such designations.

2. On receipt of such designation the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, without delay grant to a designated airline the appropriate operating authorization.

3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation 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 authorization 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, in any case where it is not satisfied that effective control of that airline is maintained in the territory of the other Contracting Party and that the airline is incorporated and has its principal place of business in the said territory.

5. When an airline has been so designated and authorized, it may begin to operate air services on the specified routes provided that the airline complies with all applicable provisions of this Agreement.

Article 4 Revocation, Suspension, and Imposition of Conditions

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

(a) in any case where it is not satisfied that effective control of that airline is maintained in the territory of the other Contracting Party, which has designated the airline, and that the airline is incorporated and has its principal place of business in the said territory;

(b) in the case of failure by that airline to comply with the laws and regulations of the Contracting Party granting these rights; or

(c) in the case that the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate revocation or suspension of the operating authorization mentioned in paragraph 1 of this Article or imposition of the conditions therein is essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultations with the other Contracting Party.

In this case consultations shall be held within thirty (30) days from the date the other Contracting Party receives such request in writing.

3. člen Določitev prevoznikov

1. Vsaka pogodbenica ima pravico, da za opravljanje zračnega prometa na določenih progah pisno določi enega ali več prevoznikov ter o tem obvesti drugo pogodbenico. Ima pa tudi pravico, da tako določitev umakne ali jo spremeni.

2. Po prejemu obvestila o določitvi druga pogodbenica brez odlašanja in v skladu s tretjim in četrtem odstavkom tega člena določenemu prevozniku izda potrebno dovoljenje za opravljanje prometa.

3. Pristojni organ pogodbenice lahko od prevoznika, ki ga je določila druga pogodbenica, zahteva, naj dokaže, da je sposoben izpolnjevati pogoje, določene v zakonih in predpisih, ki jih ta organ v skladu z določbami konvencije običajno uporablja pri opravljanju mednarodnega zračnega prometa.

4. Vsaka pogodbenica ima pravico, da zavrne izdajo dovoljenja iz drugega odstavka tega člena ali da za uresničevanje pravic iz 2. člena določenemu prevozniku naloži take pogoje, kot se ji zdijo primerni, če nima dokaza, da se dejanski nadzor nad prevoznikom opravlja na ozemlju druge pogodbenice, da je tam registriran in ima tam glavni sedež.

5. Ko je prevoznik tako določen in dobi dovoljenje, lahko začne opravljati zračni promet na določenih progah, če izpolnjuje vse veljavne določbe tega sporazuma.

4. člen Preklic, začasni odvzem in določitev pogojev

1. Vsaka pogodbenica ima pravico, da zadrži ali prekliče dovoljenje za opravljanje prometa ali da določenemu prevozniku druge pogodbenice začasno odloži uresničevanje pravic, določenih v 2. členu tega sporazuma, ali da mu za uresničevanje teh pravic naloži pogoje, ki se ji zdijo potrebni, kadar:

a) nima zadostljivih dokazov, da se dejanski nadzor nad prevoznikom opravlja na ozemlju pogodbenice, ki ga je določila, in da je prevoznik registriran in ima glavni sedež na tem ozemlju;

b) prevoznik ne spoštuje zakonov in predpisov pogodbenice, ki daje te pravice;

c) prevoznik sicer ne deluje v skladu s pogoji, določenimi v tem sporazumu.

2. Razen če je takojšen preklic, začasen odvzem dovoljenja za opravljanje prometa ali določitev pogojev iz prvega odstavka tega člena nujen, da bi se preprečile nadaljnje kršitve zakonov in predpisov, se ta pravica uporabi šele po posvetovanju z drugo pogodbenico.

V takem primeru bodo posvetovanja najkasneje trideset (30) dni po tem, ko druga pogodbenica prejme pisno zahtevo.

Article 5**Utilization of Airports and Facilities**

1. A Contracting Party shall not impose on a designated airline of the other Contracting Party user charges higher than those imposed on its own airlines operating between the territories of the Contracting Parties.

Any air navigation facility charge imposed on international traffic performed by airlines licensed by one of the Contracting Parties, shall be reasonably related to the cost of service rendered to the airline concerned, and levied in accordance with the relevant guidelines issued by the International Civil Aviation Organization (ICAO).

2. When operating the agreed services, the same uniform conditions shall apply to the use by the airlines of both Contracting Parties of airports as well as of all other facilities under their control.

Article 6**Customs Duties**

1. Aircraft operated on international air services by a designated airline of either Contracting Party, as well as its regular equipment, supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. With the exception of charges based on the cost of the service provided, the following items shall also be exempt from duties, fees and charges referred to in paragraph 1 of this Article:

(a) aircraft stores, introduced into or supplied in the territory of a Contracting Party, and taken on board, within reasonable limits, for use on outbound aircraft engaged in an international air service of a designated airline of the other Contracting Party;

(b) spare parts, including engines, introduced into the territory of a Contracting Party for the maintenance or repair of aircraft used in an international air service of a designated airline of the other Contracting Party; and

(c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Contracting Party for use in an aircraft engaged in an international air service of a designated airline of the other Contracting Party, even when these supplies are to be used on a part of the journey performed over the territory of the Contracting Party in which they are taken on board.

3. Equipment and supplies referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities.

4. The exemptions provided for by this Article shall also apply in situations where a designated airline of one Contracting Party has entered into arrangements with other 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 airlines similarly enjoy such exemptions from the other Contracting Party.

5. člen**Uporaba letališč in naprav**

1. Pogodbenica določenemu prevozniku druge pogodbenice ne sme naložiti višjih taks za uporabnike, kot veljajo za njene prevoznike, ki opravljajo promet med ozemljema pogodbenic.

Plačilo za uporabo navigacijskih naprav v mednarodnem prometu, ki ga opravljajo prevozniki ene ali druge pogodbenice, mora biti sorazmerno stroškom opravljene storitve in določeno v skladu z veljavnimi smernicami Mednarodne organizacije civilnega letalstva (ICAO).

2. Pri opravljanju dogovorjenega prometa veljajo za prevoznike obeh pogodbenic enaki pogoji za uporabo letališč in vseh drugih naprav, ki so pod nadzorom pogodbenic.

6. člen**Carine**

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 ob prihodu na ozemlje druge pogodbenice oproščeni vseh carin, inšpekcijskih taks in drugih dajatev ali davščin, če ostanejo na letalu, dokler niso ponovno izvoženi.

2. Razen plačil na podlagi stroškov za opravljene storitve so dajatev, taks in pristojbin iz prvega odstavka tega člena oproščeni tudi ti predmeti:

a) zaloge na letalih, pripeljane na ozemlje ene pogodbenice ali na njem zagotovljene, natovorjene v razumnih količinah za uporabo na letalih določenega prevoznika druge pogodbenice, ki v mednarodnem zračnem prometu zapuščajo ozemlje prve pogodbenice;

b) rezervni deli, vključno s stroji, pripeljeni na ozemlje ene pogodbenice za vzdrževanje ali popravilo letal, ki jih v mednarodnem zračnem prometu uporablja določeni prevoznik druge pogodbenice, in

c) gorivo, mazivo in potrošne tehnične zaloge, pripeljani na ozemlje pogodbenice ali na njem zagotovljeni za uporabo na letalih, ki jih v mednarodnem zračnem prometu uporablja določeni prevoznik druge pogodbenice, tudi kadar bodo te zaloge porabljene na delu poti nad ozemljem pogodbenice, na katerem so natovorjene.

3. Za opremo in zaloge, navedene v prvem in drugem odstavku tega člena, se lahko zahteva, da so pod nadzorom ustreznih organov.

4. Oprostitev iz tega člena veljajo tudi, kadar določeni prevoznik ene pogodbenice sklene dogovor z drugimi prevozniki o posojilu ali prevozu predmetov, ki so določeni v prvem in drugem odstavku tega člena, na ozemlje druge pogodbenice, če druga pogodbenica takemu drugemu prevozniku daje podobne oprostitve.

Article 7**Storage of Airborne Equipment and Supplies**

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either 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 the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 8**Entry Clearance Regulations**

1. Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified customs and immigration control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

2. The laws and regulations of one Contracting Party regarding entry, clearance, transit, immigration, passports, customs and quarantine shall be complied with by the designated airlines of the other Contracting Party and by or on behalf of passengers, crew, cargo and mail, upon transit of, admission to, departure from and while within the territory of such a Contracting Party.

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

Article 9**Capacity Provisions**

1. There shall be fair and equal opportunity for the designated airlines of each Contracting Party to operate air services on any route specified in the Annex to this Agreement.

2. In the operation of the air services on the routes specified in the Annex to this Agreement the designated airlines of each Contracting Party shall take into account the interests of the designated airlines of the other Contracting Party so as not to affect unduly the air services which the latter airlines operate.

3. The air services provided by a designated airline shall retain as their primary objective the provision of capacity adequate to current and reasonably anticipated requirements for the carriage of passengers, mail and cargo, coming from or destined for the territory of the Contracting Party designating the airline.

Article 10**Exchange of Statistics**

The aeronautical authorities of either Contracting Party shall, on request, provide to the aeronautical authorities of the other Contracting Party such periodic or other statements of statistics, as may be reasonably required for the purpose of reviewing market developments. Such statements shall include all information required to determine the amount of traffic carried by the airlines on the agreed services.

7. člen**Skladiščenje opreme in zalog na letalu**

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

8. člen**Predpisi o vstopnih dovoljenjih**

1. Za potnike v tranzitu čez ozemlje ene pogodbenice veljata le enostaven carinski nadzor in nadzor nad priseljevanjem. Prtljaga in tovor v neposrednem tranzitu sta oproščena carin in drugih podobnih dajatev.

2. Zakoni in predpisi ene pogodbenice, ki urejajo vstop, carinski postopek, tranzit, priseljevanje, potne listine, carino in karanteno, veljajo za določenega prevoznika druge pogodbenice in se spoštujejo glede potnikov, posadke, tovora in pošte pri tranzitu, prihodu, odhodu ali dokler so na ozemlju te pogodbenice.

3. Pogodbenica ne sme svojemu prevozniku v primerjavi z določenimi prevozniki druge pogodbenice dajati nobenih prednosti pri uporabi zakonov in predpisov, določenih v tem členu.

9. člen**Določbe o zmogljivosti**

1. Določeni prevozniki pogodbenic imajo pravične in enake možnosti, da opravljajo zračni promet na kateri od prog, določenih v prilogi tega sporazuma.

2. Pri opravljanju zračnega prometa na progah, določenih v prilogi tega sporazuma, določeni prevozniki pogodbenice upoštevajo interese določenih prevoznikov druge pogodbenice, da ne bi neupravičeno vplivali na promet, ki ga ti prevozniki opravljajo.

3. Glavni cilj zračnega prometa, ki ga opravlja določeni prevoznik, je zagotavljanje zmogljivosti, ustrezne trenutnim in razumno pričakovanim potrebam po prevozu potnikov, pošte in tovora, ki prihajajo z ozemlja pogodbenice ali so namenjeni na ozemlje pogodbenice, ki je določila prevoznika.

10. člen**Izmenjava statističnih podatkov**

Pristojni organ ene pogodbenice na zahtevo pošilja pristojnemu organu druge pogodbenice periodična ali druga statistična poročila, kot jih je upravičeno zahtevati, da se pregledajo dogajanja na trgu. Taka poročila vsebujejo vse podatke, potrebne, da se ugotovi obseg prometa, ki ga prevozniki opravljajo v dogovorjenem prometu.

Article 11 Tariffs

1. Tariffs shall be established at reasonable levels, due regard being paid to all relevant factors including costs of operation, reasonable return on investment, characteristics of service, the interests of users and the tariffs of other airlines.

2. Neither of the aeronautical authorities will require their designated airlines to consult other airlines before filing tariffs for approval, nor will they prevent such consultations.

3. Any tariff filed in accordance with the provisions of this Article may be approved at any time by the aeronautical authorities of both Contracting Parties (double approval principle). Filings of tariffs are to be received by the aeronautical authorities at least 14 days before their proposed date of effectiveness. This time limit may be reduced, subject to the consent of the said authorities.

4. Designated airlines are required to file a proposed tariff for carriage between the territory of the Contracting Parties with the aeronautical authorities of both Contracting Parties, in such a form as each of the aeronautical authorities may require. The tariff in question will be treated as having been approved unless within 14 days after the date of receipt of filing the aeronautical authorities of one of the Contracting Parties have served written notice of disapproval of the proposed tariff on the aeronautical authorities of the other Contracting Party.

5. In approving tariffs, the aeronautical authorities of a Contracting Party may attach to their approval such expiry dates as they consider appropriate. Where a tariff has an expiry date, it shall remain in force until the due expiry date, unless withdrawn by the airline or airlines concerned or unless a replacement tariff is filed and approved prior to the expiry date.

6. Designated airlines have the right to match the approved tariffs of any airline between the same points on routes between the territories of the Parties. A matching tariff in accordance with this paragraph shall be filed for information purposes not later than its date of effectiveness with the aeronautical authorities of both Contracting Parties.

7. The aeronautical authorities of either Contracting Party may, at any time, request consultations with the aeronautical authorities of the other Contracting Party on the application of the provisions of this article. Such consultations shall be held within 30 days from receipt of the request.

Article 12 Transfer of Earnings

Each designated airline shall have the right to convert and remit to its country on demand local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted without restrictions 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. If payments between the Contracting Parties are regulated by a special agreement, this special agreement shall apply.

11. člen Tarife

1. Tarife so določene na primerni ravni, pri čemer so upoštevani vsi pomembni dejavniki, vključno s stroški obratovanja, donosnostjo naložb, značilnostmi prometa, interesom uporabnikov in tarifami drugih prevoznikov.

2. Pristojna organa ne bosta zahtevala, da se določeni prevozniki posvetujejo z drugimi prevozniki, preden predložijo tarife v odobritev, vendar takih posvetovanj tudi ne bosta preprečevala.

3. Tarifo, predloženo v skladu z določbo tega člena, lahko pristojna organa obeh pogodbenic kadar koli odobrita (načelo dvojne odobritve). Tarife morajo biti predložene v odobritev vsaj 14 dni pred predlaganim dnem njihove uveljavitve. Ta rok se lahko skrajša, če omenjena organa soglašata.

4. Določeni prevozniki morajo predlagano tarifo za prevoz med ozemljema pogodbenic predložiti pristojnima organoma obeh pogodbenic, in sicer v obliki, ki jo pristojni organ zahteva. Tarifa se šteje za odobreno, če v 14 dneh po prejemu pristojni organ ene pogodbenice pisno ne sporoči pristojnemu organu druge pogodbenice, da se ne strinja s predloženo tarifo.

5. Pri potrjevanju tarif sme pristojni organ ene pogodbenice svoji potrditvi priložiti datum prenehanja, kakršen se mu zdi primeren. Če ima tarifa določen datum prenehanja, velja do tega datuma, razen če je prevoznik ali prevozniki ne umaknejo ali pa je pred iztekom tega datuma predložena in odobrena nadomestna tarifa.

6. Določeni prevozniki imajo pravico, da svoje tarife uskladijo z že odobrenimi tarifami katerega koli prevoznika med istimi kraji na progah med ozemljema pogodbenic. O usklajeni tarifi je treba v skladu s tem odstavkom obvestiti pristojna organa obeh pogodbenic najkasneje do njene uveljavitve.

7. Pristojni organ pogodbenice lahko o izvajanju določb tega člena kadar koli zahteva posvetovanja s pristojnim organom druge pogodbenice. Taka posvetovanja bodo v 30 dneh po prejemu zahteve.

12. člen Prenos prihodka

Vsak določen prevoznik ima pravico, da na zahtevo zamenja in nakaže v svojo državo presežek prihodka nad lokalnimi izdatki. Menjava in nakazilo sta dovoljena brez omejitev po menjalnem tečaju, ki se uporablja za tekoče transakcije, veljavnem takrat, ko se ti prihodki predložijo v menjavo in nakazilo. Zanje se ne plačujejo pristojbine, razen tistih, ki jih banke navadno zaračunajo za opravljanje takšnih menjav in nakazil. Če so plačila med pogodbenicama urejena s posebnim sporazumom, se uporablja ta posebni sporazum.

Article 13**Airline Representation**

1. Each Contracting Party grants to a designated airline of the other Contracting Party, on the basis of reciprocity, the right to maintain in its territory representatives including office, administrative, commercial and technical personnel as may be necessary for the requirements of the designated airline concerned.

2. The designated airlines of a Contracting Party shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party, either directly or through agents. A Contracting Party shall not restrict the right of the designated airlines of the other Contracting Party to sell, and of any person to purchase, such transportation in local or in any freely convertible currency. Nor shall the Contracting Parties restrict the right of the designated airlines to pay in local or in any freely convertible currency their locally incurred costs.

Article 14**Approval of Flight Schedules**

1. Airlines designated by a Contracting Party shall submit their traffic programmes for approval to the aeronautical authorities of the other Contracting Party at least thirty (30) days prior to the beginning of the operation. The programme shall include in particular the timetables, the frequency of the services and the types of aircraft to be used.

2. Any alteration made in an approved air traffic programme at a later date shall also be submitted for approval. For supplementary flights which the 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 normally be submitted at least two working-days before operating such flights.

Article 15**Aviation Security**

1. Each Contracting Party reaffirms that its obligation to the other Contracting Party to protect the security of civil aviation against unlawful interference forms an integral part of this Agreement. Each Contracting Party shall in particular act in conformity with the aviation security 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 Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23 September 1971, signed at Montreal on 24 February 1988.

2. Each Contracting Party shall be provided at its request with all necessary assistance by the other Contracting Party 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.

13. člen**Predstavništva prevoznikov**

1. Pogodbenica dovoljuje določenemu prevozniku druge pogodbenice, da ima na njenem ozemlju na vzajemni podlagi svoja predstavništva, vključno s pisarniškim, upravnim, komercialnim in tehničnim osebjem, ki je potrebno za poslovanje določenega prevoznika.

2. Določeni prevozniki pogodbenice imajo pravico, da na ozemlju druge pogodbenice neposredno ali po zastopniških prodajajo svoje prevozne storitve. Pogodbenici ne omejujeta pravice določenih prevoznikov druge pogodbenice, da prodajajo, oziroma pravice katere koli osebe, da kupuje take prevozne storitve, in sicer v lokalni ali kateri koli prosto zamenljivi valuti. Pogodbenici tudi ne omejujeta pravice določenih prevoznikov, da v lokalni ali kateri koli prosto zamenljivi valuti plačujejo lokalne stroške.

14. člen**Potrditev redov letenja**

1. Prevozniki, ki jih je pogodbenica določila, vsaj trideset (30) dni pred začetkom letenja svoje prometne načrte predložijo v odobritev pristojnemu organu druge pogodbenice. Načrt vsebuje predvsem rede letenja, frekvenco letov in tipe letal, ki jih bodo uporabljali.

2. Vsako kasnejšo spremembo že odobrenega prometnega načrta je prav tako treba predložiti v odobritev. Za dodatne lete, ki jih želi določeni prevoznik pogodbenice opraviti zunaj odobrenega reda letenja v dogovorjenem prometu, mora dobiti predhodno dovoljenje pristojnega organa druge pogodbenice. Tako zahtevo je praviloma treba vložiti vsaj dva delovna dneva pred takimi leti.

15. člen**Varovanje v letalstvu**

1. Pogodbenici ponovno potrjujeta, da je obveznost zagotavljati varnost civilnega letalstva pred dejanji nezakonitega vmešavanja sestavni del tega sporazuma. Vsaka pogodbenica bo še posebej ravnala v skladu s Konvencijo o kaznivih dejanjih in nekaterih drugih dejanjih, storjenih na letalih, podpisano v Tokiu 14. septembra 1963, Konvencijo o zatiranju nezakonite ugrabitve zrakoplovov, podpisano v Haagu 16. decembra 1970, Konvencijo o zatiranju nezakonitih dejanj zoper varnost civilnega letalstva, podpisano v Montrealu 23. septembra 1971, in njenim dopolnilnim Protokolom o zatiranju nezakonitih nasilnih dejanj na letališčih za mednarodno civilno letalstvo, podpisanim v Montrealu 24. februarja 1988.

2. Pogodbenici na zahtevo druga drugi zagotovita vso potrebno pomoč, da bi preprečili nezakonite ugrabitve civilnih letal in druga nezakonita dejanja proti varnosti takih letal, njihovih potnikov in posadk, letališč in letalskih navigacijskih naprav ter vsako drugo grožnjo varnosti civilnega letalstva.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the applicable aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944. Each Contracting Party shall require that operators of aircraft of its registry or operators of aircraft having their principal place of business or permanent residence in its territory and the operators of airports in its territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that 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, mail 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, airport or air navigation facilities occurs, each Contracting Party shall assist the other Contracting Party by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

Article 16 **Consultations**

Either Contracting Party may at any time request consultations on the implementation, interpretation or amendment to this Agreement or compliance with the Agreement. Such consultations, which may be between aeronautical authorities, shall begin within a period of sixty (60) days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

Article 17 **Amendments**

1. Any amendments to this Agreement agreed by the Contracting Parties shall come into force when approved in accordance with the constitutional requirements of both Contracting Parties and as confirmed by an exchange of diplomatic notes.

2. Amendments to the Annex to this Agreement may be made by direct agreement between the competent 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 deemed to be modified so as to conform with the provisions of such convention.

Article 18 **Settlement of Disputes**

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.

3. Pogodbenici v medsebojnih odnosih ravnata v skladu z določbami Mednarodne organizacije civilnega letalstva o varovanju civilnega letalstva, opredeljenimi v prilogah Konvencije o mednarodnem civilnem letalstvu, ki je bila na voljo za podpis v Chicagu 7. decembra 1944. Pogodbenici zahtevata od letalskih družb, ki so vpisane v njunih registrih ali imajo glavni sedež ali stalni naslov na njunih ozemljih, ter od letaliških podjetij na svojih ozemljih, da delujejo v skladu s takimi predpisi o varovanju letalstva.

4. Pogodbenici soglašata, da se lahko od njunih letalskih družb zahteva spoštovanje predpisov o varovanju letalstva, navedenih v tretjem 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 na njenem ozemlju učinkovito izvajajo primerni ukrepi za zavarovanje letal, za pregled potnikov, posadke, ročne prtljage, prtljage, tovara, pošte in zalog na letalu pred in med vkrcavanjem ali natovarjanjem. Vsaka pogodbenica z naklonjenostjo obravnava vsako zahtevo druge pogodbenice za uvedbo posebnih, utemeljenih varnostnih ukrepov zaradi določene grožnje.

5. Ob nezakoniti ugrabitvi ali grožnji ugrabitve civilnega letala ali drugih nezakonitih dejanjih proti varnosti takega letala, njegovih potnikov in posadke, letališč ali letalskih navigacijskih naprav pogodbenici pomagata druga drugi, s tem da poskrbita za komuniciranje in druge ustrezne ukrepe, da bi se tak dogodek ali grožnja čim hitreje in varneje končal.

16. člen **Posvetovanja**

Vsaka pogodbenica sme kadar koli zahtevati posvetovanje o uporabi, razlagi ali spremembi tega sporazuma oziroma o njegovem spoštovanju. Takšno posvetovanje, ki je lahko med pristojnima organoma, se začne v šestdesetih (60) dneh, potem ko pogodbenica prejme pisno zahtevo, razen če se pogodbenici dogovorita drugače.

17. člen **Spremembe**

1. Spremembe tega sporazuma, o katerih se dogovorita pogodbenici, začnejo veljati, ko jih v skladu z ustavnimi zahtevami odobrita in ko to potrdita z izmenjavo diplomatskih not.

2. O spremembah priloge tega sporazuma se lahko neposredno dogovorita pristojna organa pogodbenic.

3. Ob sklenitvi splošne večstranske konvencije o zračnem prometu, ki velja za obe pogodbenici, se šteje, da je ta sporazum spremenjen, tako da ustreza določbam take konvencije.

18. člen **Reševanje sporov**

1. Če med pogodbenicama pride do spora zaradi razlage ali uporabe tega sporazuma, si ga v prvi vrsti prizadevata rešiti s pogajanjem.

2. If the Contracting Parties fail to reach a settlement of the dispute by negotiation, they may agree to refer the dispute for decision to an arbitrator, or the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of thirty (30) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In all cases, the third arbitrator shall be a national of a third State, shall act as president of the tribunal and shall determine the place where the arbitration will be held. If the President considers that he is a national of a State which cannot be regarded as neutral in relation to the dispute, the most Senior Vice-President who is not disqualified on that ground shall make the appointment. The arbitral tribunal shall determine its own rules of procedure and shall reach its decision by a majority of votes.

3. Each Contracting Party shall bear the costs of the arbitrator it has nominated as well as of its representation in the arbitral proceeding; the costs of the president and any other costs shall be born in equal parts by the Contracting Parties.

4. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.

5. If and as long as either Contracting Party fails to comply with any decision under paragraph 2 of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default or to a designated airline in default.

Article 19 Registration

This Agreement and its Annex and any subsequent amendment thereto shall be registered with the International Civil Aviation Organization.

Article 20 Termination

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate at the end of the traffic programme period which is effective twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

2. Če pogodbenici spora ne moreta rešiti s pogajanjem, se lahko dogovorita, da odločitev o sporu prepustita razsodniku, ali pa lahko katera koli pogodbenica spor predloži v odločanje arbitraži treh razsodnikov, od katerih vsaka pogodbenica določi po enega, ta dva skupaj pa določita tretjega. Vsaka pogodbenica imenuje svojega razsodnika v šestdesetih (60) dneh od dneva, ko po diplomatski poti prejme obvestilo z zahtevo druge pogodbenice za razrešitev spora na arbitraži, tretji razsodnik pa je imenovan v naslednjih tridesetih (30) dneh. Če katera koli pogodbenica ne imenuje razsodnika v predvidenem času ali če tretji razsodnik ni določen v predvidenem času, lahko predsednik sveta Mednarodne organizacije civilnega letalstva na zahtevo katere koli pogodbenice imenuje razsodnika ali razsodnike, ki jih primer zahteva. V vsakem primeru je tretji razsodnik državlján tretje države ter deluje kot predsednik arbitraže in odloči, kje bo arbitraža zasedala. Če predsednik meni, da je državlján države, ki v odnosu do spora ni nevtralna, opravi imenovanja po stažu najstarejši podpredsednik, ki ni izključen iz tega razloga. Arbitražno sodišče samo določi svoj poslovnik in sprejema svoje odločitve z večino glasov.

3. Vsaka pogodbenica krije stroške razsodnika, ki ga je imenovala, kakor tudi stroške svoje udeležbe v arbitražnem postopku. Stroške predsednika in druge stroške si pogodbenici delita v enakih deležih.

4. Pogodbenici se zavezujeata, da bosta spoštovali vsako odločitev, sprejeto na podlagi drugega odstavka tega člena.

5. Če in dokler katera od pogodbenic ne spoštuje odločitve, sprejete v skladu z drugim odstavkom tega člena, sme druga pogodbenica za ta čas omejiti, zadržati ali preklicati katero koli pravico ali ugodnost, ki jo je na podlagi tega sporazuma dala določenemu prevozniku ali pogodbenici, ki ne spoštuje teh odločitev.

19. člen Registracija

Ta sporazum, njegovi prilogi in vse poznejše spremembe se registrirajo pri Mednarodni organizaciji civilnega letalstva.

20. člen Odpoved

Vsaka pogodbenica lahko kadar koli sporoči drugi pogodbenici svojo odločitev, da odpoveduje sporazum; tako sporočilo mora biti hkrati poslano Mednarodni organizaciji civilnega letalstva. V takem primeru sporazum preneha veljati ob koncu veljavnosti reda letenja, ki velja dvanajst (12) mesecev, potem ko druga pogodbenica prejme obvestilo o odpovedi, razen če ni pred potekom tega roka obvestilo sporazumno umaknjeno. Če druga pogodbenica ne potrdi prejema obvestila o odpovedi, se šteje, da ga je prejela štirinajst (14) dni po dnevu, ko ga je prejela Mednarodna organizacija civilnega letalstva.

Article 21 Entry into Force

This Agreement will enter into force when the Contracting Parties have notified each other by exchange of notes that the constitutional requirements of the Contracting Parties for the entering into force of this Agreement have been complied with.

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done at Stockholm on 5 October 1999 in duplicate in the English language.

FOR THE GOVERNMENT OF
THE REPUBLIC OF SLOVENIA
Boris Frlec, (s)

FOR THE GOVERNMENT OF
THE KINGDOM OF NORWAY
Eirik Glenne, (s)

ANNEX A

1. Routes to be operated by the designated airline or airlines of the Government of the Republic of Slovenia:

Column 1: Points in Slovenia	Column 2: Oslo
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2. Nothing will prevent a designated airline of either Contracting Party to serve other points than those specified in this Annex provided that no commercial rights are exercised between those points and the territory of the other Contracting Party.

ANNEX B

1. Routes to be operated by the designated airline or airlines of the Government of the Kingdom of Norway:

Column 1: Points in Norway	Column 2: Ljubljana or Maribor
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2. Nothing will prevent a designated airline of either Contracting Party to serve other points than those specified in this Annex provided that no commercial rights are exercised between those points and the territory of the other Contracting Party.

3. člen

Za izvajanje tega sporazuma skrbi Ministrstvo za promet.

4. člen

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

Št. 326-06/02-35/1

Ljubljana, dne 21. marca 2002

21. člen

Začetek veljavnosti

Ta sporazum začne veljati, ko pogodbenici druga drugo z izmenjavo not obvestita, da so izpolnjene njune notranjepravne zahteve za začetek njegove veljavnosti.

Da bi to potrdila, sta podpisnika, ki sta ju za to pravilno pooblastili njuni vladi, podpisala ta sporazum.

Sestavljeno v Stockholmu 5. oktobra 1999 v dveh izvodih v angleškem jeziku.

ZA VLADO
REPUBLIKE SLOVENIJE
Boris Frlec l. r.

ZA VLADO
KRALJEVINE NORVEŠKE
Eirik Glenne l. r

PRILOGA A

1. Proge, na katerih lahko opravlja promet določeni prevoznik ali prevozniki Vlade Republike Slovenije:

Kraji v Sloveniji	Oslo
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2. Nič ne preprečuje določenemu prevozniku katere koli pogodbenice, da opravlja promet tudi v druge kraje, ki niso navedeni v tej prilogi, če nima nobenih komercialnih pravic med temi kraji in ozemljem druge pogodbenice.

PRILOGA B

1. Proge, na katerih lahko opravlja promet določeni prevoznik ali prevozniki Vlade Kraljevine Norveške:

Kraji na Norveškem	Ljubljana ali Maribor
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2. Nič ne preprečuje določenemu prevozniku katere koli pogodbenice, da opravlja promet tudi v druge kraje, ki niso navedeni v tej prilogi, če nima nobenih komercialnih pravic med temi kraji in ozemljem druge pogodbenice.

Predsednik
Državnega zbora
Republike Slovenije
Borut Pahor l. r.

33. Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Kraljevine Danske o zračnem prometu (BDKZP)

Na podlagi druge alineje prvega odstavka 107. člena in prvega odstavka 91. člena Ustave Republike Slovenije izdajam

U K A Z

O RAZGLASITVI ZAKONA O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO KRALJEVINE DANSKE O ZRAČNEM PROMETU (BDKZP)

Razlašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Kraljevine Danske o zračnem prometu (BDKZP), ki ga je sprejel Državni zbor Republike Slovenije na seji 21. marca 2002.

Št. 001-22-32/02
Ljubljana, 29. marca 2002

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N

O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO KRALJEVINE DANSKE O ZRAČNEM PROMETU (BDKZP)

1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Vlado Kraljevine Danske o zračnem prometu, podpisan 5. oktobra 1999 v Stockholmu.

2. člen

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

**AIR SERVICES AGREEMENT
BETWEEN THE GOVERNMENT OF
THE REPUBLIC OF SLOVENIA AND
THE GOVERNMENT OF THE KINGDOM OF
DENMARK**

The Government of the Republic of Slovenia and the Government of the Kingdom of Denmark, hereinafter referred to as the Contracting Parties

Being parties to the Convention on International Civil Aviation and the International Air Services Transit Agreement opened for signature at Chicago on the seventh day of December 1944, and

Desiring to conclude an Agreement, in conformity with the said Convention, for the purpose of establishing scheduled air services between their respective territories;

Have agreed as follows:

Article 1

Definitions

For the purpose of this Agreement:

(a) "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 of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;

**SPORAZUM
MED VLADO REPUBLIKE SLOVENIJE IN
VLADO KRALJEVINE DANSKE
O ZRAČNEM PROMETU**

Vlada Republike Slovenije in Vlada Kraljevine Danske, v nadaljevanju pogodbenici, sta se

kot pogodbenici Konvencije o mednarodnem civilnem letalstvu in Sporazuma o tranzitu v mednarodnem zračnem prometu, na voljo za podpis v Chicagu 7. decembra 1944, in

v želji, da v skladu z omenjeno konvencijo skleneta sporazum, da bi uvedli redni zračni promet med svojima ozemljema,

dogovorili o:

1. člen

Opredelitev pojmov

V tem sporazumu:

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

(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 Kingdom of Denmark, the Ministry of Transport; or in both cases any person or body authorized to perform the functions presently exercised by the above-mentioned authorities;

(c) the term "designated airline", means an airline which has been designated in accordance with Article 3 of this Agreement;

(d) the terms "territory", "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meaning laid down in Articles 2 and 96 of the Convention;

(e) "Agreement" means this Agreement, the Annex attached thereto, and any amendments thereto;

(f) "Annex" means any Annex to this Agreement or as amended in accordance with the provisions of paragraph 2 of Article 17 of this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement shall include reference to the Annex except otherwise provided;

(g) the term "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 other services performed by the carrier in connection with the air transportation, and including remuneration and conditions offered to agencies, but excluding remuneration or conditions for the carriage of mail;

(h) the term "user charge" means a charge made to airlines by the competent authorities or permitted by them to be made for the provision of airport property or facilities or of air navigation facilities, including related services and facilities, for aircraft, their crews, passengers and cargo.

Article 2 Traffic Rights

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

(a) to fly without landing across the territory of the other Contracting Party,

(b) to make stops in the said territory for non-traffic purposes,

(c) to make stops in the said territory at the points specified in the Annex to this Agreement for the purpose of taking on and discharging in international traffic passengers, cargo and mail, separately or in combination, hereinafter referred to as the agreed services.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline of one Contracting Party the privilege of taking on, in the territory of the other Contracting Party, passengers, cargo, and mail carried for remuneration or hire and destined for another point in the territory of that Contracting Party.

3. The airlines of each Contracting Party, other than those designated under Article 3 of this Agreement, shall also enjoy the rights specified in paragraph 1 (a) and (b) of this Article.

b) "pristojni organ" pomeni za Republiko Slovenijo Ministrstvo za promet in zveze, Upravo Republike Slovenije za zračno plovbo, in za Kraljevino Dansko Ministrstvo za promet ali v obeh primerih katero koli osebo ali organ, pristojen za naloge, ki jih zdaj opravljata omenjena organa;

c) "določeni prevoznik" pomeni prevoznika, ki je bil določen v skladu s 3. členom tega sporazuma;

d) "ozemlje", "zračni promet", "mednarodni zračni promet", "prevoznik" in "pristanek v nekomercialne namene" imajo pomen, kakršen je določen v 2. in 96. členu konvencije;

e) "sporazum" pomeni ta sporazum, njegovo prilogo in vse njune spremembe;

f) "priloga" pomeni vsako prilogo tega sporazuma ali njeno spremembo v skladu z drugim odstavkom 17. člena tega sporazuma. Priloga je sestavni del tega sporazuma in vsako sklicevanje na sporazum zajema prilogo, razen če ni drugače določeno;

g) "tarifa" pomeni cene, ki se zaračunavajo za prevoz potnikov, prtljage in tovora, ter pogoje, pod katerimi te cene veljajo, vključno s cenami in pogoji za druge storitve, ki jih prevoznik opravlja v povezavi z zračnim prevozom, ter vključno s plačilom in pogoji za agencije, izvzeta pa so plačila ali pogoji za prevoz pošte;

h) "takse za uporabnike" pomenijo takse, ki jih prevoznikom naložijo pristojne oblasti ali za katere dovolijo, da se jim naložijo kot plačilo za uporabo letališč ali letaliških naprav ali navigacijskih naprav, vključno z njimi povezanimi napravami in storitvami za letala, njihove posadke, potnike in tovor.

2. člen Prometne pravice

1. Vsaka pogodbenica prizna drugi pogodbenici pravice, ki jih bodo imeli njeni določeni prevozniki 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, da pri opravljanju mednarodnega prometa pristajajo na ozemlju druge pogodbenice v krajih, navedenih v prilogi tega sporazuma, vkrcajo in izkrcajo potnike, tovor in pošto – ločeno ali kombinirano. Tak promet se v nadaljevanju imenuje dogovorjeni promet.

2. Nobena določba prvega odstavka tega člena ne daje določenemu prevozniku ene pogodbenice pravice, da za plačilo ali najemnino na ozemlju druge pogodbenice vkrcajo potnike, tovor in pošto, če so namenjeni v drug kraj na ozemlju te pogodbenice.

3. Poleg prevoznikov, določenih v skladu s 3. členom tega sporazuma, tudi drugi prevozniki obeh pogodbenic uživajo pravice, navedene v točkah a) in b) prvega odstavka tega člena.

Article 3 Designation of Airlines

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating air services on the specified routes and to withdraw or alter such designations.

2. On receipt of such designation the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, without delay grant to a designated airline the appropriate operating authorization.

3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation 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 authorization 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, in any case where it is not satisfied that effective control of that airline is maintained in the territory of the other Contracting Party and that the airline is incorporated and has its principal place of business in the said territory.

5. When an airline has been so designated and authorized, it may begin to operate air services on the specified routes provided that the airline complies with all applicable provisions of this Agreement.

Article 4 Revocation, Suspension, and Imposition of Conditions

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

(a) in any case where it is not satisfied that effective control of that airline is maintained in the territory of the other Contracting Party, which has designated the airline, and that the airline is incorporated and has its principal place of business in the said territory;

(b) in the case of failure by that airline to comply with the laws and regulations of the Contracting Party granting these rights; or

(c) in the case that the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate revocation or suspension of the operating authorization mentioned in paragraph 1 of this Article or imposition of the conditions therein is essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultations with the other Contracting Party.

In this case consultations shall be held within thirty (30) days from the date the other Contracting Party receives such request in writing.

3. člen Določitev prevoznikov

1. Vsaka pogodbenica ima pravico, da za opravljanje zračnega prometa na določenih progah pisno določi enega ali več prevoznikov ter o tem obvesti drugo pogodbenico. Ima pa tudi pravico, da tako določitev umakne ali jo spremeni.

2. Po prejemu obvestila o določitvi druga pogodbenica brez odlašanja in v skladu s tretjim in četrtem odstavkom tega člena določenemu prevozniku izda potrebno dovoljenje za opravljanje prometa.

3. Pristojni organ pogodbenice lahko od prevoznika, ki ga je določila druga pogodbenica, zahteva, naj dokaže, da je sposoben izpolnjevati pogoje, določene v zakonih in predpisih, ki jih ta organ v skladu z določbami konvencije običajno uporablja pri opravljanju mednarodnega zračnega prometa.

4. Vsaka pogodbenica ima pravico, da zavrne izdajo dovoljenja iz drugega odstavka tega člena ali da za uresničevanje pravic iz 2. člena določenemu prevozniku naloži take pogoje, kot se ji zdijo primerni, če nima dokaza, da se dejanski nadzor nad prevoznikom opravlja na ozemlju druge pogodbenice, da je tam registriran in ima tam glavni sedež.

5. Ko je prevoznik tako določen in dobi dovoljenje, lahko začne opravljati zračni promet na določenih progah, če izpolnjuje vse veljavne določbe tega sporazuma.

4. člen Preklic, začasni odvzem in določitev pogojev

1. Vsaka pogodbenica ima pravico, da zadrži ali prekliče dovoljenje za opravljanje prometa ali da določenemu prevozniku druge pogodbenice začasno odloži uresničevanje pravic, določenih v 2. členu tega sporazuma, ali da mu za uresničevanje teh pravic naloži pogoje, ki se ji zdijo potrebni, kadar:

a) nima zadostljivih dokazov, da se dejanski nadzor nad prevoznikom opravlja na ozemlju pogodbenice, ki ga je določila, in da je prevoznik registriran in ima glavni sedež na tem ozemlju;

b) prevoznik ne spoštuje zakonov in predpisov pogodbenice, ki daje te pravice;

c) prevoznik sicer ne deluje v skladu s pogoji, določenimi v tem sporazumu.

2. Razen če je takojšen preklic, začasen odvzem dovoljenja za opravljanje prometa ali določitev pogojev iz prvega odstavka tega člena nujen, da bi se preprečile nadaljnje kršitve zakonov in predpisov, se ta pravica uporabi šele po posvetovanju z drugo pogodbenico.

V takem primeru bodo posvetovanja najkasneje trideset (30) dni po tem, ko druga pogodbenica prejme pisno zahtevo.

Article 5**Utilization of Airports and Facilities**

1. A Contracting Party shall not impose on a designated airline of the other Contracting Party user charges higher than those imposed on its own airlines operating between the territories of the Contracting Parties.

Any air navigation facility charge imposed on international traffic performed by airlines licensed by one of the Contracting Parties, shall be reasonably related to the cost of service rendered to the airline concerned, and levied in accordance with the relevant guidelines issued by the International Civil Aviation Organization (ICAO).

2. When operating the agreed services, the same uniform conditions shall apply to the use by the airlines of both Contracting Parties of airports as well as of all other facilities under their control.

Article 6**Customs Duties**

1. Aircraft operated on international air services by a designated airline of either Contracting Party, as well as its regular equipment, supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. With the exception of charges based on the cost of the service provided, the following items shall also be exempt from duties, fees and charges referred to in paragraph 1 of this Article:

(a) aircraft stores, introduced into or supplied in the territory of a Contracting Party, and taken on board, within reasonable limits, for use on outbound aircraft engaged in an international air service of a designated airline of the other Contracting Party;

(b) spare parts, including engines, introduced into the territory of a Contracting Party for the maintenance or repair of aircraft used in an international air service of a designated airline of the other Contracting Party; and

(c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Contracting Party for use in an aircraft engaged in an international air service of a designated airline of the other Contracting Party, even when these supplies are to be used on a part of the journey performed over the territory of the Contracting Party in which they are taken on board.

3. Equipment and supplies referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities.

4. The exemptions provided for by this Article shall also apply in situations where a designated airline of one Contracting Party has entered into arrangements with other 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 airlines similarly enjoy such exemptions from the other Contracting Party.

5. člen**Uporaba letališč in naprav**

1. Pogodbenica določenemu prevozniku druge pogodbenice ne sme naložiti višjih taks za uporabnike, kot veljajo za njene prevoznike, ki opravljajo promet med ozemljema pogodbenic.

Plačilo za uporabo navigacijskih naprav v mednarodnem prometu, ki ga opravljajo prevozniki ene ali druge pogodbenice, mora biti sorazmerno stroškom opravljene storitve in določeno v skladu z veljavnimi smernicami Mednarodne organizacije civilnega letalstva (ICAO).

2. Pri opravljanju dogovorjenega prometa veljajo za prevoznike obeh pogodbenic enaki pogoji za uporabo letališč in vseh drugih naprav, ki so pod nadzorom pogodbenic.

6. člen**Carine**

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 ob prihodu na ozemlje druge pogodbenice oproščeni vseh carin, inšpekcijskih taks in drugih dajatev ali davščin, če ostanejo na letalu, dokler niso ponovno izvoženi.

2. Razen plačil na podlagi stroškov za opravljene storitve so dajatev, taks in pristojbin iz prvega odstavka tega člena oproščeni tudi ti predmeti:

a) zaloge na letalih, pripeljane na ozemlje ene pogodbenice ali na njem zagotovljene, natovorjene v razumnih količinah za uporabo na letalih določenega prevoznika druge pogodbenice, ki v mednarodnem zračnem prometu zapuščajo ozemlje prve pogodbenice;

b) rezervni deli, vključno s stroji, pripeljeni na ozemlje ene pogodbenice za vzdrževanje ali popravilo letal, ki jih v mednarodnem zračnem prometu uporablja določeni prevoznik druge pogodbenice, in

c) gorivo, mazivo in potrošne tehnične zaloge, pripeljeni na ozemlje pogodbenice ali na njem zagotovljeni za uporabo na letalih, ki jih v mednarodnem zračnem prometu uporablja določeni prevoznik druge pogodbenice, tudi kadar bodo te zaloge porabljene na delu poti nad ozemljem pogodbenice, na katerem so natovorjene.

3. Za opremo in zaloge, navedene v prvem in drugem odstavku tega člena, se lahko zahteva, da so pod nadzorom ustreznih organov.

4. Oprostitev iz tega člena veljajo tudi, kadar določeni prevoznik ene pogodbenice sklene dogovor z drugimi prevozniki o posojilu ali prevozu predmetov, ki so določeni v prvem in drugem odstavku tega člena, na ozemlje druge pogodbenice, če druga pogodbenica takemu drugemu prevozniku daje podobne oprostitve.

Article 7**Storage of Airborne Equipment and Supplies**

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either 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 the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 8**Entry Clearance Regulations**

1. Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified customs and immigration control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

2. The laws and regulations of one Contracting Party regarding entry, clearance, transit, immigration, passports, customs and quarantine shall be complied with by the designated airlines of the other Contracting Party and by or on behalf of passengers, crew, cargo and mail, upon transit of, admission to, departure from and while within the territory of such a Contracting Party.

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

Article 9**Capacity Provisions**

1. There shall be fair and equal opportunity for the designated airlines of each Contracting Party to operate air services on any route specified in the Annex to this Agreement.

2. In the operation of the air services on the routes specified in the Annex to this Agreement the designated airlines of each Contracting Party shall take into account the interests of the designated airlines of the other Contracting Party so as not to affect unduly the air services which the latter airlines operate.

3. The air services provided by a designated airline shall retain as their primary objective the provision of capacity adequate to current and reasonably anticipated requirements for the carriage of passengers, mail and cargo, coming from or destined for the territory of the Contracting Party designating the airline.

Article 10**Exchange of Statistics**

The aeronautical authorities of either Contracting Party shall, on request, provide to the aeronautical authorities of the other Contracting Party such periodic or other statements of statistics, as may be reasonably required for the purpose of reviewing market developments. Such statements shall include all information required to determine the amount of traffic carried by the airlines on the agreed services.

7. člen**Skladiščenje opreme in zalog na letalu**

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

8. člen**Predpisi o vstopnih dovoljenjih**

1. Za potnike v tranzitu čez ozemlje ene pogodbenice veljata le enostaven carinski nadzor in nadzor nad priseljevanjem. Prtljaga in tovor v neposrednem tranzitu sta oproščena carin in drugih podobnih dajatev.

2. Zakoni in predpisi ene pogodbenice, ki urejajo vstop, carinski postopek, tranzit, priseljevanje, potne listine, carino in karanteno, veljajo za določenega prevoznika druge pogodbenice in se spoštujejo glede potnikov, posadke, tovora in pošte pri tranzitu, prihodu, odhodu ali dokler so na ozemlju te pogodbenice.

3. Pogodbenica ne sme svojemu prevozniku v primerjavi z določenimi prevozniki druge pogodbenice dajati nobenih prednosti pri uporabi zakonov in predpisov, določenih v tem členu.

9. člen**Določbe o zmogljivosti**

1. Določeni prevozniki pogodbenic imajo pravične in enake možnosti, da opravljajo zračni promet na kateri od prog, določenih v prilogi tega sporazuma.

2. Pri opravljanju zračnega prometa na progah, določenih v prilogi tega sporazuma, določeni prevozniki pogodbenice upoštevajo interese določenih prevoznikov druge pogodbenice, da ne bi neupravičeno vplivali na promet, ki ga ti prevozniki opravljajo.

3. Glavni cilj zračnega prometa, ki ga opravlja določeni prevoznik, je zagotavljanje zmogljivosti, ustrezne trenutnim in razumno pričakovanim potrebam po prevozu potnikov, pošte in tovora, ki prihajajo z ozemlja pogodbenice ali so namenjeni na ozemlje pogodbenice, ki je določila prevoznika.

10. člen**Izmenjava statističnih podatkov**

Pristojni organ ene pogodbenice na zahtevo pošilja pristojnemu organu druge pogodbenice periodična ali druga statistična poročila, kot jih je upravičeno zahtevati, da se pregledajo dogajanja na trgu. Taka poročila vsebujejo vse podatke, potrebne, da se ugotovi obseg prometa, ki ga prevozniki opravljajo v dogovorjenem prometu.

Article 11 Tariffs

1. Tariffs shall be established at reasonable levels, due regard being paid to all relevant factors including costs of operation, reasonable return on investment, characteristics of service, the interests of users and the tariffs of other airlines.

2. Neither of the aeronautical authorities will require their designated airlines to consult other airlines before filing tariffs for approval, nor will they prevent such consultations.

3. Any tariff filed in accordance with the provisions of this Article may be approved at any time by the aeronautical authorities of both Contracting Parties (double approval principle). Filings of tariffs are to be received by the aeronautical authorities at least 14 days before their proposed date of effectiveness. This time limit may be reduced, subject to the consent of the said authorities.

4. Designated airlines are required to file a proposed tariff for carriage between the territory of the Contracting Parties with the aeronautical authorities of both Contracting Parties, in such a form as each of the aeronautical authorities may require. The tariff in question will be treated as having been approved unless within 14 days after the date of receipt of filing the aeronautical authorities of one of the Contracting Parties have served written notice of disapproval of the proposed tariff on the aeronautical authorities of the other Contracting Party.

5. In approving tariffs, the aeronautical authorities of a Contracting Party may attach to their approval such expiry dates as they consider appropriate. Where a tariff has an expiry date, it shall remain in force until the due expiry date, unless withdrawn by the airline or airlines concerned or unless a replacement tariff is filed and approved prior to the expiry date.

6. Designated airlines have the right to match the approved tariffs of any airline between the same points on routes between the territories of the Parties. A matching tariff in accordance with this paragraph shall be filed for information purposes not later than its date of effectiveness with the aeronautical authorities of both Contracting Parties.

7. The aeronautical authorities of either Contracting Party may, at any time, request consultations with the aeronautical authorities of the other Contracting Party on the application of the provisions of this article. Such consultations shall be held within 30 days from receipt of the request.

Article 12 Transfer of Earnings

Each designated airline shall have the right to convert and remit to its country on demand local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted without restrictions 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. If payments between the Contracting Parties are regulated by a special agreement, this special agreement shall apply.

11. člen Tarife

1. Tarife so določene na primerni ravni, pri čemer so upoštevani vsi pomembni dejavniki, vključno s stroški obratovanja, donosnostjo naložb, značilnostmi prometa, interesom uporabnikov in tarifami drugih prevoznikov.

2. Pristojna organa ne bosta zahtevala, da se določeni prevozniki posvetujejo z drugimi prevozniki, preden predložijo tarife v odobritev, vendar takih posvetovanj tudi ne bosta preprečevala.

3. Tarifo, predloženo v skladu z določbo tega člena, lahko pristojna organa obeh pogodbenic kadar koli odobrita (načelo dvojne odobritve). Tarife morajo biti predložene v odobritev vsaj 14 dni pred predlaganim dnem njihove uveljavitve. Ta rok se lahko skrajša, če omenjena organa soglašata.

4. Določeni prevozniki morajo predlagano tarifo za prevoz med ozemljema pogodbenic predložiti pristojnima organoma obeh pogodbenic, in sicer v obliki, ki jo pristojni organ zahteva. Tarifa se šteje za odobreno, če v 14 dneh po prejemu pristojni organ ene pogodbenice pisno ne sporoči pristojnemu organu druge pogodbenice, da se ne strinja s predloženo tarifo.

5. Pri potrjevanju tarif sme pristojni organ ene pogodbenice svoji potrditvi priložiti datum prenehanja, kakršen se mu zdi primeren. Če ima tarifa določen datum prenehanja, velja do tega datuma, razen če je prevoznik ali prevozniki ne umaknejo ali pa je pred iztekom tega datuma predložena in odobrena nadomestna tarifa.

6. Določeni prevozniki imajo pravico, da svoje tarife uskladijo z že odobrenimi tarifami katerega koli prevoznika med istimi kraji na progah med ozemljema pogodbenic. O usklajeni tarifi je treba v skladu s tem odstavkom obvestiti pristojna organa obeh pogodbenic najkasneje do njene uveljavitve.

7. Pristojni organ pogodbenice lahko o izvajanju določb tega člena kadar koli zahteva posvetovanja s pristojnim organom druge pogodbenice. Taka posvetovanja bodo v 30 dneh po prejemu zahteve.

12. člen Prenos prihodka

Vsak določen prevoznik ima pravico, da na zahtevo zamenja in nakaže v svojo državo presežek prihodka nad lokalnimi izdatki. Menjava in nakazilo sta dovoljena brez omejitev po menjalnem tečaju, ki se uporablja za tekoče transakcije, veljavnem takrat, ko se ti prihodki predložijo v menjavo in nakazilo. Zanje se ne plačujejo pristojbine, razen tistih, ki jih banke navadno zaračunajo za opravljanje takšnih menjav in nakazil. Če so plačila med pogodbenicama urejena s posebnim sporazumom, se uporablja ta posebni sporazum.

Article 13

Airline Representation

1. Each Contracting Party grants to a designated airline of the other Contracting Party, on the basis of reciprocity, the right to maintain in its territory representatives including office, administrative, commercial and technical personnel as may be necessary for the requirements of the designated airline concerned.

2. The designated airlines of a Contracting Party shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party, either directly or through agents. A Contracting Party shall not restrict the right of the designated airlines of the other Contracting Party to sell, and of any person to purchase, such transportation in local or in any freely convertible currency. Nor shall the Contracting Parties restrict the right of the designated airlines to pay in local or in any freely convertible currency their locally incurred costs.

Article 14

Approval of Flight Schedules

1. Airlines designated by a Contracting Party shall submit their traffic programmes for approval to the aeronautical authorities of the other Contracting Party at least thirty (30) days prior to the beginning of the operation. The programme shall include in particular the timetables, the frequency of the services and the types of aircraft to be used.

2. Any alteration made in an approved air traffic programme at a later date shall also be submitted for approval. For supplementary flights which the 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 normally be submitted at least two working-days before operating such flights.

Article 15

Aviation Security

1. Each Contracting Party reaffirms that its obligation to the other Contracting Party to protect the security of civil aviation against unlawful interference forms an integral part of this Agreement. Each Contracting Party shall in particular act in conformity with the aviation security 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 Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23 September 1971, signed at Montreal on 24 February 1988.

2. Each Contracting Party shall be provided at its request with all necessary assistance by the other Contracting Party 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.

13. člen

Predstavništva prevoznikov

1. Pogodbenica dovoljuje določenemu prevozniku druge pogodbenice, da ima na njenem ozemlju na vzajemni podlagi svoja predstavništva, vključno s pisarniškim, upravnim, komercialnim in tehničnim osebjem, ki je potrebno za poslovanje določenega prevoznika.

2. Določeni prevozniki pogodbenice imajo pravico, da na ozemlju druge pogodbenice neposredno ali po zastopniških prodajajo svoje prevozne storitve. Pogodbenici ne omejujeta pravice določenih prevoznikov druge pogodbenice, da prodajajo, oziroma pravice katere koli osebe, da kupuje take prevozne storitve, in sicer v lokalni ali kateri koli prosto zamenljivi valuti. Pogodbenici tudi ne omejujeta pravice določenih prevoznikov, da v lokalni ali kateri koli prosto zamenljivi valuti plačujejo lokalne stroške.

14. člen

Potrditev redov letenja

1. Prevozniki, ki jih je pogodbenica določila, vsaj trideset (30) dni pred začetkom letenja svoje prometne načrte predložijo v odobritev pristojnemu organu druge pogodbenice. Načrt vsebuje predvsem rede letenja, frekvenco letov in tipe letal, ki jih bodo uporabljali.

2. Vsako kasnejšo spremembo že odobrenega prometnega načrta je prav tako treba predložiti v odobritev. Za dodatne lete, ki jih želi določeni prevoznik pogodbenice opraviti zunaj odobrenega reda letenja v dogovorjenem prometu, mora dobiti predhodno dovoljenje pristojnega organa druge pogodbenice. Tako zahtevo je praviloma treba vložiti vsaj dva delovna dneva pred takimi leti.

15. člen

Varovanje v letalstvu

1. Pogodbenici ponovno potrjujeta, da je obveznost zagotavljati varnost civilnega letalstva pred dejanji nezakonitega vmešavanja sestavni del tega sporazuma. Vsaka pogodbenica bo še posebej ravnala v skladu s Konvencijo o kaznivih dejanjih in nekaterih drugih dejanjih, storjenih na letalih, podpisano v Tokiu 14. septembra 1963, Konvencijo o zatiranju nezakonite ugrabitve zrakoplovov, podpisano v Haagu 16. decembra 1970, Konvencijo o zatiranju nezakonitih dejanj zoper varnost civilnega letalstva, podpisano v Montrealu 23. septembra 1971, in njenim dopolnilnim Protokolom o zatiranju nezakonitih nasilnih dejanj na letališčih za mednarodno civilno letalstvo, podpisanim v Montrealu 24. februarja 1988.

2. Pogodbenici na zahtevo druga drugi zagotovita vso potrebno pomoč, da bi preprečili nezakonite ugrabitve civilnih letal in druga nezakonita dejanja proti varnosti takih letal, njihovih potnikov in posadk, letališč in letalskih navigacijskih naprav ter vsako drugo grožnjo varnosti civilnega letalstva.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the applicable aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944. Each Contracting Party shall require that operators of aircraft of its registry or operators of aircraft having their principal place of business or permanent residence in its territory and the operators of airports in its territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that 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, mail 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, airport or air navigation facilities occurs, each Contracting Party shall assist the other Contracting Party by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

Article 16 **Consultations**

Either Contracting Party may at any time request consultations on the implementation, interpretation or amendment to this Agreement or compliance with the Agreement. Such consultations, which may be between aeronautical authorities, shall begin within a period of sixty (60) days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

Article 17 **Amendments**

1. Any amendments to this Agreement agreed by the Contracting Parties shall come into force when approved in accordance with the constitutional requirements of both Contracting Parties and as confirmed by an exchange of diplomatic notes.

2. Amendments to the Annex to this Agreement may be made by direct agreement between the competent 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 deemed to be modified so as to conform with the provisions of such convention.

Article 18 **Settlement of Disputes**

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.

3. Pogodbenici v medsebojnih odnosih ravnata v skladu z določbami Mednarodne organizacije civilnega letalstva o varovanju civilnega letalstva, opredeljenimi v prilogah Konvencije o mednarodnem civilnem letalstvu, ki je bila na voljo za podpis v Chicagu 7. decembra 1944. Pogodbenici zahtevata od letalskih družb, ki so vpisane v njunih registrih ali imajo glavni sedež ali stalni naslov na njunih ozemljih, ter od letaliških podjetij na svojih ozemljih, da delujejo v skladu s takimi predpisi o varovanju letalstva.

4. Pogodbenici soglašata, da se lahko od njunih letalskih družb zahteva spoštovanje predpisov o varovanju letalstva, navedenih v tretjem 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 na njenem ozemlju učinkovito izvajajo primerni ukrepi za zavarovanje letal, za pregled potnikov, posadke, ročne prtljage, prtljage, tovara, pošte in zalog na letalu pred in med vkrcavanjem ali natovarjanjem. Vsaka pogodbenica z naklonjenostjo obravnava vsako zahtevo druge pogodbenice za uvedbo posebnih, utemeljenih varnostnih ukrepov zaradi določene grožnje.

5. Ob nezakoniti ugrabitvi ali grožnji ugrabitve civilnega letala ali drugih nezakonitih dejanjih proti varnosti takega letala, njegovih potnikov in posadke, letališč ali letalskih navigacijskih naprav pogodbenici pomagata druga drugi, s tem da poskrbita za komuniciranje in druge ustrezne ukrepe, da bi se tak dogodek ali grožnja čim hitreje in varneje končal.

16. člen **Posvetovanja**

Vsaka pogodbenica sme kadar koli zahtevati posvetovanje o uporabi, razlagi ali spremembi tega sporazuma oziroma o njegovem spoštovanju. Takšno posvetovanje, ki je lahko med pristojnima organoma, se začne v šestdesetih (60) dneh, potem ko pogodbenica prejme pisno zahtevo, razen če se pogodbenici dogovorita drugače.

17. člen **Spremembe**

1. Spremembe tega sporazuma, o katerih se dogovorita pogodbenici, začnejo veljati, ko jih v skladu z ustavnimi zahtevami odobrita in ko to potrdita z izmenjavo diplomatskih not.

2. O spremembah priloge tega sporazuma se lahko neposredno dogovorita pristojna organa pogodbenic.

3. Ob sklenitvi splošne večstranske konvencije o zračnem prometu, ki velja za obe pogodbenici, se šteje, da je ta sporazum spremenjen, tako da ustreza določbam take konvencije.

18. člen **Reševanje sporov**

1. Če med pogodbenicama pride do spora zaradi razlage ali uporabe tega sporazuma, si ga v prvi vrsti prizadevata rešiti s pogajanjem.

2. If the Contracting Parties fail to reach a settlement of the dispute by negotiation, they may agree to refer the dispute for decision to an arbitrator, or the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of thirty (30) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In all cases, the third arbitrator shall be a national of a third State, shall act as president of the tribunal and shall determine the place where the arbitration will be held. If the President considers that he is a national of a State which cannot be regarded as neutral in relation to the dispute, the most Senior Vice-President who is not disqualified on that ground shall make the appointment. The arbitral tribunal shall determine its own rules of procedure and shall reach its decision by a majority of votes.

3. Each Contracting Party shall bear the costs of the arbitrator it has nominated as well as of its representation in the arbitral proceeding; the costs of the president and any other costs shall be born in equal parts by the Contracting Parties.

4. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.

5. If and as long as either Contracting Party fails to comply with any decision under paragraph 2 of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default or to a designated airline in default.

Article 19 Registration

This Agreement and its Annex and any subsequent amendment thereto shall be registered with the International Civil Aviation Organization.

Article 20 Termination

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate at the end of the traffic programme period which is effective twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

2. Če pogodbenici spora ne moreta rešiti s pogajanjem, se lahko dogovorita, da odločitev o sporu prepustita razsodniku, ali pa lahko katera koli pogodbenica spor predloži v odločanje arbitraži treh razsodnikov, od katerih vsaka pogodbenica določi po enega, ta dva skupaj pa določita tretjega. Vsaka pogodbenica imenuje svojega razsodnika v šestdesetih (60) dneh od dneva, ko po diplomatski poti prejme obvestilo z zahtevo druge pogodbenice za razrešitev spora na arbitraži, tretji razsodnik pa je imenovan v naslednjih tridesetih (30) dneh. Če katera koli pogodbenica ne imenuje razsodnika v predvidenem času ali če tretji razsodnik ni določen v predvidenem času, lahko predsednik sveta Mednarodne organizacije civilnega letalstva na zahtevo katere koli pogodbenice imenuje razsodnika ali razsodnike, ki jih primer zahteva. V vsakem primeru je tretji razsodnik državlján tretje države ter deluje kot predsednik arbitraže in odloči, kje bo arbitraža zasedala. Če predsednik meni, da je državlján države, ki v odnosu do spora ni nevtrálna, opravi imenovanja po stažu najstarejši podpredsednik, ki ni izključen iz tega razloga. Arbitražno sodišče samo določi svoj poslovnik in sprejema svoje odločitve z večino glasov.

3. Vsaka pogodbenica krije stroške razsodnika, ki ga je imenovala, kakor tudi stroške svoje udeležbe v arbitražnem postopku. Stroške predsednika in druge stroške si pogodbenici delita v enakih deležih.

4. Pogodbenici se zavezujeta, da bosta spoštovali vsako odločitev, sprejeto na podlagi drugega odstavka tega člena.

5. Če in dokler katera od pogodbenic ne spoštuje odločitve, sprejete v skladu z drugim odstavkom tega člena, sme druga pogodbenica za ta čas omejiti, zadržati ali preklicati katero koli pravico ali ugodnost, ki jo je na podlagi tega sporazuma dala določenemu prevozniku ali pogodbenici, ki ne spoštuje teh odločitev.

19. člen Registracija

Ta sporazum, njegovi prilogi in vse poznejše spremembe se registrirajo pri Mednarodni organizaciji civilnega letalstva.

20. člen Odpoved

Vsaka pogodbenica lahko kadar koli sporoči drugi pogodbenici svojo odločitev, da odpoveduje sporazum; tako sporočilo mora biti hkrati poslano Mednarodni organizaciji civilnega letalstva. V takem primeru sporazum preneha veljati ob koncu veljavnosti reda letenja, ki velja dvanajst (12) mesecev, potem ko druga pogodbenica prejme obvestilo o odpovedi, razen če ni pred potekom tega roka obvestilo sporazumno umaknjeno. Če druga pogodbenica ne potrdi prejema obvestila o odpovedi, se šteje, da ga je prejela štirinajst (14) dni po dnevu, ko ga je prejela Mednarodna organizacija civilnega letalstva.

Article 21 Entry into Force

This Agreement will enter into force when the Contracting Parties have notified each other by exchange of notes that the constitutional requirements of the Contracting Parties for the entering into force of this Agreement have been complied with.

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done at Stockholm on 5 October 1999 in duplicate in the English language.

FOR THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA
Boris Frlec, (s)

FOR THE GOVERNMENT OF THE KINGDOM OF DENMARK
William Friis-Møller, (s)

ANNEX A

1. Routes to be operated by the designated airline or airlines of the Government of the Republic of Slovenia:

Column 1: Points in Slovenia	Column 2: Copenhagen
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2. Nothing will prevent a designated airline of either Contracting Party to serve other points than those specified in this Annex provided that no commercial rights are exercised between those points and the territory of the other Contracting Party.

ANNEX B

1. Routes to be operated by the designated airline or airlines of the Government of the Kingdom of Denmark:

Column 1: Points in Denmark	Column 2: Ljubljana or Maribor
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2. Nothing will prevent a designated airline of either Contracting Party to serve other points than those specified in this Annex provided that no commercial rights are exercised between those points and the territory of the other Contracting Party.

3. člen

Za izvajanje tega sporazuma skrbi Ministrstvo za promet.

4. člen

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

Št. 326-06/02-36/1
Ljubljana, dne 21. marca 2002

21. člen

Začetek veljavnosti

Ta sporazum začne veljati, ko pogodbenici druga drugo z izmenjavo not obvestita, da so izpolnjene njune notranjepravne zahteve za začetek njegove veljavnosti.

Da bi to potrdila, sta podpisnika, ki sta ju za to pravilno pooblastili njuni vladi, podpisala ta sporazum.

Sestavljeno v Stockholmu 5. oktobra 1999 v dveh izvodih v angleškem jeziku.

ZA VLADO
REPUBLIKE SLOVENIJE
Boris Frlec l.r.

ZA VLADO
KRALJEVINE DANSKE
William Friis-Møller l.r.

PRILOGA A

1. Proge, na katerih lahko opravlja promet določeni prevoznik ali prevozniki Vlade Republike Slovenije:

Kraji v Sloveniji	København
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2. Nič ne preprečuje določenemu prevozniku katere koli pogodbenice, da opravlja promet tudi v druge kraje, ki niso navedeni v tej prilogi, če nima nobenih komercialnih pravic med temi kraji in ozemljem druge pogodbenice.

PRILOGA B

1. Proge, na katerih lahko opravlja promet določeni prevoznik ali prevozniki Vlade Kraljevine Danske:

Kraji na Danskem	Ljubljana ali Maribor
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2. Nič ne preprečuje določenemu prevozniku katere koli pogodbenice, da opravlja promet tudi v druge kraje, ki niso navedeni v tej prilogi, če nima nobenih komercialnih pravic med temi kraji in ozemljem druge pogodbenice.

Predsednik
Državnega zbora
Republike Slovenije
Borut Pahor l. r.

– Obvestilo o začetku veljavnosti mednarodne pogodbe

O B V E S T I L O
o začetku veljavnosti mednarodne pogodbe

Dne 30. marca 2002 je pričel veljati Dodatni protokol št. 7 k Srednjeevropskemu sporazumu o prosti trgovini (CEFTA), ki je bil podpisan v Pragi 10. decembra 1998 in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 25/01 (Uradni list Republike Slovenije, št. 87/01).

Ministrstvo za zunanje zadeve
Republike Slovenije

VSEBINA

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