

Меморандум

о взаимопонимании по вопросам воздушного сообщения между делегацией Министерства транспорта и морских дел Черногории и делегацией Министерства транспорта Российской Федерации

Делегации, представляющие Министерство транспорта и морских дел Черногории и Министерства транспорта Российской Федерации, именуемые в дальнейшем Сторонами, встретились в Подгорице 09-10 июня 2011 с целью обсуждения вопросов развития двустороннего сотрудничества в области воздушных сообщений.

Список делегации указан в Приложении 1.

1. Стороны обсудили и согласовали текст проекта Соглашения между Правительством Черногории и Правительством Российской Федерации о воздушном сообщении (далее - Соглашение). Стороны договорились приступить к процедуре подготовки к подписанию Соглашения в соответствии со своим национальным законодательством. Согласованный проект Соглашения указан в Приложении 2.

2. Стороны договорились, что до вступления в силу Соглашения будут применяться положения Меморандума о взаимопонимании по вопросам воздушного сообщения между делегацией Министерства транспорта Российской Федерации и делегацией Министерства транспорта, морских дел и связи Черногории от 19 марта 2010 года, подписанного в г. Москва, исключая пункт 3.6.

3. Российская сторона информировала Черногорскую сторону о том, что не поддерживает европейскую систему торговли квотами на эмиссию парниковых газов при осуществлении авиаперевозок (European Trade Emission System). Любые решения в отношении защиты окружающей среды в области гражданской авиации должны соответствовать стандартам и рекомендуемой практике ИКАО и действующей политике ИКАО по охране

окружающей среды. Принятие односторонних действий и применение рыночных мер в отношении сокращения выбросов парниковых газов не приемлемо для Российской стороны.

Черногорская сторона отметила, что в связи с тем, что Черногория имеет статус кандидата в члены ЕС, а также присоединилась к многостороннему Соглашению о едином европейском воздушном пространстве (ЕСАА), она обязана применять правила и стандарты ЕС в области гражданской авиации.

Настоящий Меморандум вступает в силу с даты подписания и действует до вступления в силу Соглашения между Правительством Черногории и Правительством Российской Федерации о воздушном сообщении.

Совершено в г. Подгорица 10 июня 2011 года в двух подлинных экземплярах, каждый на русском и черногорском языках, причем все тексты имеют одинаковую силу.

За делегацию Министерства
транспорта Российской Федерации



За делегацию Министерства
транспорта, морских дел Черногории



MEMORANDUM

o razumijevanju u oblasti vazdušnog saobraćaja između Ministarstva saobraćaja i pomorstva Crne Gore i Ministarstva saobraćaja Ruske Federacije

Delegacije Ministarstva saobraćaja i pomorstva Crne Gore i Ministarstva saobraćaja Ruske Federacije, u daljem tekstu imenovane kao Strane, sastale su se u Podgorici 9. i 10. juna 2011. godine sa ciljem razmatranja pitanja razvoja bilateralne saradnje u oblasti vazdušnog saobraćaja.

Spisak Delegacija nalazi se u prilogu 1.

1. Strane su razmotrile i usaglasile tekst Nacrta Sporazuma o vazdušnom saobraćaju između Vlade Crne Gore i Vlade Ruske Federacije (u daljem tekstu Sporazum). Strane su se dogovorile da pristupe proceduri u cilju potpisivanja Sporazuma, u skladu sa svojim nacionalnim zakonodavstvom.

Usaglašeni nacrt Sporazuma nalazi se u prilogu 2.

2. Strane su se dogovorile da, do stupanja na snagu Sporazuma, primjenjivaće se odredbe Memoranduma o razumijevanju u oblasti vazdušnog saobraćaja između Ministarstva saobraćaja, pomorstva i telekomunikacija Crne Gore i Ministarstva saobraćaja Ruske Federacije, potpisan 19 marta 2010. godine, u Moskvi, izuzev tačke 3.6.

3. Ruska strana je informisala crnogorsku o tome da ne podržava evropski sistem trgovine kvotama o emisiji ugljendioksida prilikom obavljanja letova (European Trade Emission System). Sve odluke u vezi zaštite životne sredine u oblasti civilnog vazduhoplovstva moraju biti usklađene sa standardima i preporukama ICAO-a i važeće politike ICAO-a u oblasti zaštite životne sredine. Donošenje jednostranih odluka i primjena tržišnih mjera koje se odnose na smanjenje emisije ugljendioksida nije prihvatljivo za rusku stranu.

Crnogorska strana je istakla da je Crna Gora, kao država kandidat za članstvo u Evropsku uniju, i potpisnik Multilateralnog Sporazuma o zajedničkom evropskom vazduhoplovnom području - ECAA Sporazuma, u obavezi da primjenjuje propise i standarde Evropske unije iz oblasti civilnog vazduhoplovstva.

Ovaj Memorandum stupa na snagu od datuma potpisivanja i važi do stupanja na snagu Sporazuma o vazdušnom saobraćaju između Vlade Crne Gore i Vlade Ruske Federacije.

Sačinjeno u Podgorici dana 10. juna 2011. godine u dva originalna primjerka, svaki na crnogorskom i ruskom jeziku, pri čemu su oba teksta jednako vjerodostojna.

U ime delegacije
Ministarstva saobraćaja i pomorstva
Crne Gore



U ime delegacije
Ministarstva saobraćaja
Ruske Federacije



AIR SERVICES AGREEMENT BETWEEN
THE GOVERNMENT OF MONTENEGRO
AND THE GOVERNMENT OF THE RUSSIAN FEDERATION

The Government of Montenegro and the Government of the Russian Federation hereinafter referred to as "Parties",

Taking into consideration the fact of Montenegro and the Russian Federation being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944,

Desiring to conclude an Agreement for the purpose of developing and operating air services between and beyond their respective territories, to ensure the highest degree of safety and security in international air services and to promote their interests in respect of international air transportation,

Have agreed as follows:

Article 1
Definitions

For the purpose of the present Agreement, unless the context otherwise requires the following terms mean:

- a. "Convention" - 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 Annex or Convention under Articles 90 and 94 hereof insofar as those amendments and Annexes have become effective for the Russian Federation and Montenegro ;
- b. "aeronautical authorities":
 - in case of Montenegro - the Ministry of Transport and Maritime Affairs of Montenegro and Civil Aviation Agency of Montenegro or any person or body authorized to perform functions at present exercised by the said Authorities
 - in case of the Russian Federation - the Ministry of Transport of the Russian Federation or any person or body authorized to perform functions at present exercised by the said Ministry;



- c. "Agreement" - the present Agreement, its Annex and any amendments thereto;
- d. "territory" - in relation to State has the meaning assigned to it in Article 2 of the Convention;
- e. "designated airline" - an airline which has been designated and authorized in accordance with Article 3 of the present Agreement;
- f. "tariff" - the prices to be paid for the carriage of passengers, baggage and freight and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail;
- g. "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meaning, respectively assigned to them in Article 96 of the Convention;
- h. "capacity"
 - in relation to an aircraft - the payload of that aircraft available on a route or section of a route;
 - in relation to an agreed service - the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period and a route or section of a route;
- i. "facilities and airport charges" - charges made to airlines for the provision of aircraft, their crews and passengers of airport and air navigation facilities, including related services and facilities.

Article 2 Grant of rights

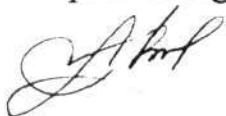
1. Each Party grants to the other Party the rights specified in the present Agreement for the purpose of establishing international schedule air services on the routes specified in the Route schedule annexed to the present Agreement, such services and routes are hereinafter called the "agreed services" and "the specified routes".
2. The designated airlines of the State of each Party shall enjoy exercising, while operating agreed service on a specified route the following rights:
 - a. to fly without landing across the territory of the State of other Party;
 - b. to make stops in the said territory for non-traffic purposes; and



- c. to make stops in the said territory at points specified in the Route Schedule of the Annex to the present Agreement for the purpose of taking on or putting down international traffic of passengers, cargo and mail separately or in combination.
3. The airlines of each Party, other than those designated under Article 2 of this Agreement, shall also enjoy the rights specified in paragraphs 2 a) and b) of this Article.
4. Nothing in paragraphs 1 and 2 of this Article shall be deemed to confer on the designated airlines of the State of one Party the right of taking up in the territory of the State of other Party, passengers, cargo or mail carried with or without remuneration or hire and destined for another point in the territory of the State of the Party.

Article 3 Designation and Authorization

1. Each Party shall have the right to designate in writing to the other Party airlines for the purpose of operating the agreed services on the specified routes.
2. On receipt of notification that the Party has designated the airlines the other Party shall without delay, subject to the provisions of paragraphs 3 and 4 of this Article, grant to each designated airline the appropriate operating authorization.
3. The Aeronautical Authorities of one Party prior to granting the operating authorization may require an airline designated by the other Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and/or regulations normally and reasonably applied by such authorities to the operation of international air services.
4. Each 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 the designated airline of the rights specified in Article 2 of the present Agreement, in any case where the said Party is not satisfied that substantial ownership and effective control of that airline are vested in the Party designating the airline or in its State nationals.
5. When a designated airline has been so authorized, it may begin to operate the agreed services provided that schedules are approved by the Aeronautical Authorities of the Parties and tariffs established in accordance with the provisions of Article 15 of the present Agreement is in force in respect of that service.



Article 4
Revocation of Authorization

1. Each Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of the present Agreement by the airline designated by the other Party, or to impose such conditions, as it may deem necessary on the exercise of these rights, in any case, if:
 - a) it is not assured that Party designating the airline or its State nationals have substantial ownership and effective control of that airline;
 - b) failure by that airline to comply with the laws and regulations of the State of the Party granting these rights; or,
 - c) the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.
2. Unless immediate revocation or suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultation with the Aeronautical Authorities of the State the other Party, in conformity with Article 18 of the present Agreement.

Article 5
Applicability of Laws and Regulations

1. The laws and regulations of the State of one Party relating to the admission to, sojourn in or departure from the territory of its State of aircraft engaged in international air services or to operation and navigation of such aircraft while within the territory of its State shall be applied to aircraft of the airline designated by the other Party.
2. The laws and regulations of the State of one Party governing entry into, stay in and departure from its territory of passengers, crew, cargo or mail such as formalities regarding emigration, immigration, customs, currency, health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline of the other Party while they are within the said territory.
3. Each Party shall, upon request, supply to the other Party copies of the relevant laws and regulations referred to in the present Article.



Article 6
Recognition of Certificates and Licenses

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Party, and still in force, shall be recognized as valid by the other Party for the purpose of operating services provided for in the present Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention.

Each Party reserves the right, however to refuse to recognize, for the purpose of flights above the territory of its own State, certificates of competency and licenses granted to its own nationals or rendered valid for them by the other Party or by any other State.

2. If the privileges or conditions of the licenses or certificates referred to in paragraph 1 of the present Article, issued by the Aeronautical Authorities of one Party to any person or designated airline or in respect of an aircraft operating the agreed services on the specified routes would permit a difference from the standards established under the Convention and which difference has been filed with the International Civil Aviation Organization, the Aeronautical Authorities of the other Party may request consultations in accordance with Article 18 of the present Agreement with the Aeronautical Authorities of that Party with a view of satisfying themselves that the practice in question is acceptable to them.

Article 7
Aviation Safety

1. Either Party may, at any time, request consultations concerning the safety standards adopted by the other Party relating to aircrew, aircraft, and operation of the designated airline. Such consultations shall take place within 30 days of that request.
2. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards and requirements in these areas that are at least equal to the minimum standards that may be established pursuant to the Convention, the first Party shall notify the other Party of such findings and the steps considered necessary to conform with these minimum standards, and the other Party shall take appropriate corrective action. In the event that the other Party does not take such appropriate corrective action within 15 days or longer period as may be agreed, it will constitute grounds for the application of Article 4 of the present Agreement.
3. Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the airline or



airlines of one Party on services to or from the territory of the State of the other Party may, while within the territory of the State of the other Party, be made the subject of an examination by the authorised representatives of the other Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in the present Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to:
 - a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
 - b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

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

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Party in accordance with paragraph 3 of the present Article is denied by a representative of that airline or airlines, the other Party shall be free to infer that serious concerns of the type referred to in paragraph 4 of the present Article above arise and draw the conclusions referred in that paragraph.
6. Each Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Party immediately in the event the first Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action by one Party in accordance with the present Article shall be discontinued once the basis for the taking of that action ceases to exist.

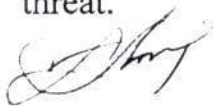
Article 8 Aviation Security

1. In accordance with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation



against acts of unlawful interference forms an integral part of the present Agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970, and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on September 23, 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, done at Montreal on February 24, 1988, and any other air security related convention and protocol that may become obligatory for the States of both Parties.

2. The Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, of their passengers and crew, and of airports and air navigation facilities, and to address any other threat to the security of civil aviation.
3. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention; they shall require that operators of aircraft of their registry, operators of aircraft who have their principal place of business or permanent residence in their territory, and the operators of international airports in their territory act in conformity with such aviation security provisions.
4. Each Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in the present Article required by the other Party for entry into, while within, or departure from the territory of the State of that other Party. Each Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to screen passengers and their carry-on items and to carry out appropriate checks on crew, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Party shall also give positive consideration to any request from the other Party for reasonable special security measures to meet a particular threat.
5. When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat.



Article 9

Airline commercial representation

1. The designated airlines of one Party shall be entitled, in accordance with the laws and regulations of the State of the other Party relating to entry, residence and employment of the State of the other Party, to bring in and maintain in the territory of the State of the other Party those representations of its own managerial, technical, operational and other specialist staff who are required for the provisions of the present air services.
2. The designated airline of one Party shall be granted the right of its own sale of transportation using their own transportation documents in the territory of the State of the other Party, in accordance with laws and regulations of that State. Such sale may be executed directly in the representations of the designated airlines or through of authorized agents which have an appropriate license to provide such attendance.

Article 10

Transfer of Earnings

1. Each Party shall on base of reciprocity, grant to the designated airlines of the other-Party the right to transfer freely the excess of receipts over expenditure earned by the said airlines in connection with the operation of the international air services. No charges other than normal bank charges shall be applicable to such transfers.

The said transfer shall be made in any freely convertible currency according to the official exchange rate valid for the date of transfer and in accordance with the financial the laws and regulations of the State of the Party, from which territory the transfer is made.

2. The provisions of the present Article do not affect the issues of taxation that are the subject of the other agreement between the Parties.

Article 11

Customs Duties, Charges and Taxes

1. Aircraft operated on the agreed services by the designated airlines of one Party, as well as their regular equipment, spare parts, supplies of fuel and lubricants, aircraft stores (including food, beverages and tobacco) on board of the aircraft shall be exempted from the imposition of customs duties, charges and taxes on arriving in the territory of



the State of the other Party provided such equipment, spare parts, supplies and stores remain on board of the aircraft up to such time as they are re-exported.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1:
 - a) aircraft stores taken on board in the territory of the State of a Party, within limits fixed by the authorities of the said Party, and for use on a board outbound aircraft operated on the agreed services by the designated airline of the other Party;
 - b) equipment and spare parts entered into the territory of the State of one Party for the maintenance or repair of aircraft used on operation on agreed services by the designated airlines of the other Party;
 - c) fuel and lubricants to supply outbound aircraft operated on agreed services by the airlines designated by the other Party, even when these supplies are to be used on the part of the route performed over the territory of the State of the Party in which they are taken on board;
3. It is prohibited to use materials, supplies and spare parts referred to in paragraph 2 of this Article above for other purposes than that directly specified in this paragraph. Materials referred to in paragraph 2 above may be placed under the supervision or control of the Customs Authorities up to such time as they may be re-exported or otherwise disposed of in accordance with customs regulations.
4. Regular aircraft equipment, the materials, supplies and spare parts retained on board the aircraft operated by designated airlines of one Party on the agreed services, may be unloaded in the territory of the State of the other Party only with the approval of the Customs Authorities of that Party. In such case they may be placed under the customs supervision of the said Authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations of the State of that Party.
5. Passengers, baggage and cargo in direct transit across the territory of the State of one Party and not leaving the area of the airport reserved for such purpose, shall, except in respect of security measures against acts of unlawful interference, as well as transportation of narcotics and psychotropic substances, only be subject to a simplified control. Baggage and cargo shall, up to such time that they are on direct transit, be exempted from customs duties, charges and taxes.
6. Charges corresponding to the services performed, storage and customs clearance will be charged in accordance with the national laws and regulations of the State of the Parties.



Article 12
Facilities and airport charges

Charges and other fees for the use of airport including its installations, technical and other facilities and services as well as any charges for the use of air navigation facilities, communication facilities and services shall be collected in accordance with the rates and tariffs established by each Party on the territory of its State, in accordance with Convention.

Article 13
Principles Governing the Operation of Agreed Services

1. The designated airlines of the Parties shall be afforded fair and equal treatment in order that they may enjoy equal opportunities in the operation of the agreed services on the specified routes.
2. In operating the agreed services the designated airline of each Party shall take into account the interests of the airline of the other Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.
3. The agreed services provided by the designated airlines of the Parties shall have as their primary objective the provision, at a reasonable load factor or capacity adequate to carry the current and reasonable anticipated requirements for carriage of passengers, cargo and mail between the territories of both Parties.
4. Provision for the carriage of passengers, cargo and mail both taken on board and discharged at points on routes to be specified in the territories of states other than that designating the airline shall be made in accordance with the general principles that capacity shall, be related to;
 - a) Traffic requirements to and from the territory of the State of the Party, which has designated the airline;
 - b) The requirements of through airline operation.

Article 14
Approval of Timetables

The designated airlines of either Party shall, not later than thirty (30) days prior to the date of operation of any agreed services, submit its proposed time-tables to the Aeronautical Authorities of the other Party for approval. Such time-tables shall include the type of



service and aircraft to be used, the flight schedule and any other relevant information. This shall, likewise, apply to any subsequent changes. In special cases this time limit may be reduced subject to the approval of the said Authorities.

Article 15 Tariffs

1. The tariffs on any agreed service shall be established at reasonable levels due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of airline and the tariffs of other airlines for any part of the specified route, and other commercial considerations associated with market. These tariffs shall be fixed in accordance with the following provisions of this Article.
2. The designated airlines of Parties shall fix tariffs independently in accordance with the paragraph 1 of this Article. Tariffs on any agreed service operated pursuant to this Agreement may be required to be filed with the Aeronautical Authorities of either Party.
3. Where it is proposed that the Aeronautical Authorities of the State of one or either of the Parties proposed to intervene in a tariff that has been filed, the primary objectives of such intervention shall be:
 - a) preventing unreasonably discriminatory tariffs or practices;
 - b) protection of consumers from prices that are unreasonably high or restrictive because of the abuse of a dominant position;
 - c) protecting airlines from tariffs that are artificially low because of direct or indirect governmental subsidy or support.
 - d) protection of airlines from prices that are low, where evidence exist as to an intent of eliminating competition.
4. Tariffs established in accordance with provisions of this Article shall remain in force until the new tariffs has been established.

Article 16 Statistics

The Aeronautical Authorities of either Party shall supply to the Aeronautical Authorities of the other Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the first Party.



Article 17
Environmental protection

The Parties support the need to protect the environment by promoting the sustainable development of aviation. The Parties agree with regard to operations between their respective territories to comply with laws and regulations of the State of the Party, the ICAO Standards and Recommended Practices (SARPs) of Annex 16 of the Convention and the existing ICAO policy and guidance on environmental protection and refrain from unilateral actions when applying market based measures on carbon emissions reduction.

Article 18
Consultations

In a spirit of close co-operation the Aeronautical Authorities of the States of the Parties shall consult from time to time with a view to ensuring the implementation of, interpretation, application or amendment of the provisions of this Agreement.

Such consultations shall begin at the earliest possible date, but not later than 60 days from the date the other Party receives the request unless otherwise agreed.

Article 19
Modifications

If either of the Parties considers it desirable to modify the terms of the present Agreement and the Annex thereto it may request a consultation between the Aeronautical Authorities of the State of the both Parties in relation to the proposed modification. Consultations shall begin within a period of sixty (60) days from the date of the request unless the Aeronautical Authorities of the State of the Parties agree upon the prolongation of that period. The modifications of the Agreement shall come into effect when confirmed by an exchange of notes through diplomatic channels that it has fulfilled the necessary measures in accordance with laws and regulations of the State of each Party. The modifications of Annex may be made by arrangements between the Aeronautical Authorities of the State of the Parties.

Article 20
Settlement of Disputes

1. If any dispute arises between the Parties relating to the interpretation or application of the present Agreement and its Annex the Parties shall in the first place endeavor to settle it by negotiation between Aeronautical Authorities of the State of the both Parties.



2. If the said Aeronautical Authorities fail to reach a settlement by negotiation, the dispute shall be settled through diplomatic channels.
3. If the Parties fail to reach a settlement, the dispute shall be referred to, on request of either Party, an arbitral tribunal of three arbitrators, one to be nominated by each Party and the third to be agreed upon by the two so nominated. Each of the Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt, by either Party from the other, of a notice, through diplomatic channels, requesting arbitration of the dispute by such an arbitral tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Parties fails to nominate its arbitrator within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Party to appoint an arbitrator or arbitrators as the case may require; provided that if the President of the Council of the International Civil Aviation Organization is a national of either Party, the Senior Vice-President of the Council or if he is such a national, the Senior Member of the Council who is not such a national may be requested to make the appointments as the case may be.
4. The arbitral tribunal shall determine its own procedures.
5. Each Party shall bear the cost of its appointed arbitrator.
6. The expenses of the arbitral tribunal shall be shared equally by the Parties.
7. Each Party shall give full effect to any decision or award of the arbitral tribunal.

Article 21 Termination

Either Party may, at any time, give notice in writing, through diplomatic channels to the other Party of its decision to terminate the present Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization. In that case, the present Agreement shall terminate (12) twelve months after the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement of the Parties before the end of this period. If the other Party fails to acknowledge receipt of the notice, the notice shall be deemed to have been received fourteen days after the International Civil Aviation Organization has received its copy.

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Article 22
Registration

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

Article 23
Entry into Force

The present Agreement and its Annex, which constitute the integral part of this Agreement, shall enter into force on the date of the last notification through diplomatic notes by either Party to other Party that it has fulfilled the necessary measures in accordance with its laws and regulations for the entry into force of the present Agreement.

Upon entry into force of present Agreement, the Air Services Agreement between the Government of the Union of the Soviet Socialist Republics and the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia, signed on June 7, 1990 with all supplements, annexes and amendments to the Agreement is terminated in regard to relations between the Russian Federation and Montenegro.

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

DONE at _____ on _____ in two original copies, each in Montenegro, Russian, and in English, each text being equally authentic. In any case of divergence in interpretation, the English text shall prevail.

FOR THE GOVERNMENT
OF MONTENEGRO



FOR THE GOVERNMENT
OF THE RUSSIAN FEDERATION



ANNEX TO THE AIR SERVICES AGREEMENT BETWEEN THE
GOVERNMENT OF MONTENEGRO AND
THE GOVERNMENT OF THE RUSSIAN FEDERATION

1. Route schedule

a) The designated airlines of the Montenegro shall be entitled to operate international scheduled air services in both directions on the routes specified hereunder:

Points of origin	Intermediate points	Points of destination	Points beyond
Points in the Montenegro	Points in the third countries*	Moscow, St.-Petersburg and other points*	Points in the third countries*

b) The designated airlines of Russian Federation of shall be entitled to operate international scheduled air services in both directions on the routes specified hereunder:

Points of origin	Intermediate points	Points of destination	Points beyond
Points in the Russian Federation	Points in the third countries*	Podgorica, Tivat and other points*	Points in the third countries*

* shall be subject to an agreement between the aeronautical authorities of the Parties

Notes:

1. Intermediate points and points beyond on any of the specified routes may, at the option of the designated airlines, be omitted on any or all flights, provided that any service either begins or terminates in the territory of the State of the-Party designating the airline.
2. The right of the designated airlines of one Party to transport passengers, cargo and




mail between the points in the territory of the State of other Party and points in the territory of the third countries (exercise of fifth freedom traffic right) shall be subject to the agreement between the Aeronautical Authorities of the Parties.

3. Any operations along Transsiberian, Transpolar and Transasian Air Route networks in the airspace of the Russian Federation shall be subject to the separate agreement between the Aeronautical Authorities of the Parties.
4. Frequencies and number of designated airlines shall be settled without any limitation.
5. Charter, additional and non-scheduled flights shall be carried out based on preliminary application. Such application should be filed in accordance with the national law and regulations of each State of origin.
6. Charter services should not jeopardize scheduled services on the agreed routes.
7. Designated airlines of one Party, which operate flights on the agreed services, may enter into commercial arrangements included, but not limited "block-space" and "code-sharing" with designated airlines of the other Party. The Aeronautical Authorities of the Parties shall agree upon such arrangements. Similar arrangements with airlines of third countries shall be the subject of separate agreement between the Aeronautical Authorities of the Parties.

