

AGREEMENT
ON
INTERNATIONAL ROAD TRANSPORT
BETWEEN
THE GOVERNMENT OF THE KINGDOM OF BELGIUM
AND
THE GOVERNMENT OF MONTENEGRO

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called hereafter the Contracting Parties,

STRIVING to create better opportunities for the development of trade relations between their countries and to develop satisfactory transport facilities for goods and passengers;

TAKING ACCOUNT of the European liberalization process which contributes to the free flow of goods and services and to the free movement of persons;

CONSIDERING the basic standpoint of the protection of the environment and traffic safety, have agreed as follows:

PART I.

GENERAL PROVISIONS

Article 1

Scope

1. The provisions of this Agreement shall apply to the international carriage of goods and passengers by road for hire or reward or on own account between the territories of the Contracting Parties, in transit through their territories and to or from third countries, performed by transport operators established on the territory of one of the Contracting Parties.
2. The Contracting Parties shall ensure the rights and obligations arising from the agreements concluded between the European Union and Montenegro and of other multilateral agreements signed by both parties.

Article 2

Definitions

For the purpose of this Agreement:

1. The term "transport operator" means a person (including a legal person), who is established on the territory of a Contracting Party and legally admitted in the country of establishment to the international transport market of goods or passengers by road for hire or reward or on his own account in accordance with the relevant national laws and regulations.
2. The term "vehicle" means a motor vehicle registered in the territory of one of the Contracting Parties or a combination of vehicles of which at least the motor vehicle is registered in the territory of one of the Contracting Parties, in accordance to the national legislation, and which is used and equipped exclusively for the carriage of goods or the carriage of passengers.
3. The term "bus" means a vehicle for the carriage of passengers which is suitable by virtue of its construction and equipment for the carriage of more than nine persons, including the driver, and is intended for that purpose.
4. The term "transport" means the conveyance of laden or unladen vehicles by road, even if for a part of the journey the vehicle, trailer or semi-trailer is using railways or waterways.
5. The term "regular service" means a bus service which provides for the carriage of passengers according to a specified frequency and along a specified route, whereby passengers may be taken up or set down at predetermined stopping points. A regular service will be subject to the obligation to respect previously established timetables and tariffs. A regular service shall be open to all, subject, when appropriate, to compulsory reservation.

6. The term "shuttle service" means a bus service whereby, by means of repeated outward and return journeys, previously formed groups of passengers are carried from a single place of departure to a single destination. Each group, consisting of the passengers who made the outward journey, shall be carried back to the place of departure on a later journey by the same transport operator. Place of departure and destination shall mean, respectively, the place where the journey begins and the place where the journey ends, together with, in each case, the surrounding localities within a radius of 50 km. In the course of a shuttle service, no passengers may be taken up or set down during the journey. The first return journey and the last outward journey in a series of shuttles shall be made unladen.

"Shuttle service with accommodation" is a shuttle service which includes, in addition to transport accommodation for at least 80 % of the passengers with or without meals, at the place of destination and, where necessary, during the journey. Passengers shall stay at the place of destination for at least two nights. Shuttle services with accommodation may be provided by a group of transport operators acting on behalf of the same contractor and passengers may:

- either make the return journey with a different carrier, of the same group, from the outward journey,
- or catch a connection "en route", with a different carrier, of the same group.

7. The term "occasional service" means a bus service between the territory of the Contracting Parties falling neither within the definition of a regular service or a special regular service nor the definition of a shuttle service. Such a service may be operated with some degree of frequency without thereby ceasing to be an occasional service.

The occasional services include:

- a) tours (roundtrips), that is to say bus services whereby the same vehicle is used to carry one or more groups of passengers where each group is brought back to its place of departure, and
- b) bus services which are carried out for groups of passengers, where passengers are not brought back to their points of departure in the course of the same journey, and
- c) bus services which do not meet the criteria mentioned above, i.e. residual bus services.

8. The term "transport on own account" means:

- a) in the case of passenger transport, that the transport is carried out for non-commercial and non-profit-making purposes by the transport operator;
- b) in the case of goods transport, that the transported goods are the property of the transport operator or have been sold, bought, let out on hire or hired, produced, extracted, processed or repaired by the transport operator. The purpose of the transport must be to transport the goods to or from the premises of the transport operator for its own requirements.

The motor vehicles used for transport on own account must be driven by members of the personnel of the transport operator, or the transport operator himself, and must be owned by the transport operator, or put at its disposal through a hiring or leasing contract. The transport must be an ancillary activity of the transport operator.

Article 3

Access to the market

1. Each Contracting Party shall allow any transport operator established in the territory of the other Contracting Party to carry out any transport of goods or passengers:
 - between any point in its territory and any point outside that territory, and
 - in transit through its territory.
2. Transports referred to in paragraph 1 of this article are subject to permits or authorizations, to be issued by the competent authorities of each Contracting Party, except in cases defined by this Agreement.
3. The permit or authorization referred to in paragraph 3 of this Article is personal and is not transferable to third parties.

Article 4

Weights and dimensions

1. Weights and dimensions of vehicles shall be in accordance with the norms applicable in the country of registration.
2. The Contracting Parties shall not prescribe, with regard to the vehicles registered on the territory of the other Contracting Party, conditions regarding maximum permitted weights and dimensions, that are more restrictive than those for the vehicles registered on its own territory.
3. If the weights and/or dimensions of a laden or unladen vehicle when engaged in transport under the provisions of this Agreement exceed the permissible maximum in the territory of the other Contracting Party, a special permit, issued by the competent authority of the Contracting Party where the transport is carried out, is required.
4. An application for a special permit referred to in paragraph 2 of this article should contain:
 - 1) Name and address of the operator;
 - 2) Vehicle make, type and plate numbers;
 - 3) Number of axles and axle spread;
 - 4) Dimensions and weight of the vehicle;
 - 5) Loading capacity;
 - 6) Dimensions and weight of goods;
 - 7) If necessary the drawing of the vehicle together with goods;
 - 8) Load on each axle;
 - 9) The address of the place of loading and unloading;
 - 10) The planned place of border crossing and date as well as route.

Article 5

Compliance with national law

Transport operators of a Contracting Party and the crews of their vehicles shall, when on the territory of the other Contracting Party, comply with the laws and regulations in force in that Contracting Party.

Article 6

Infringements

In the event of any infringement of the provisions of this Agreement by a carrier of a Contracting Party, the Contracting Party on whose territory the infringement occurred, may, without prejudice to its own legal proceedings, notify this to the other Contracting Party which will take such steps as are provided for by its national laws including the revocation of the permit or authorization or prohibition to do transports on the territory of the other Contracting Party. These Contracting Parties will inform one another about the sanctions that have been imposed.

Article 7

Fiscal matters

1. Vehicles, including their spare parts, that are engaged in transport operations in accordance with the provisions of this Agreement shall be mutually exempted from all taxes and charges levied on the circulation or possession of the vehicles.
2. Taxes and charges on motor fuel, value added tax (VAT) on transport operations, tolls and user charges and taxes for special permits as foreseen under Article 4, are not exempted.
3. The fuel contained in the normal built-in tanks of the vehicle and intended for the operation of the vehicle or to operate devices for temperature control, as well as the lubricants contained in the vehicles for the sole purpose of their operation, shall be mutually exempted from customs duties and any other taxes and payments.
4. Spare parts required for the repair of a vehicle already imported shall be admitted temporarily under a temporary importation title without payment of import duties and other taxes, and free of import prohibitions and restrictions. Replaced parts shall be cleared, re-exported or destroyed under customs control and supervision.

Article 8

Joint Committee

1. The competent authorities of the Contracting Parties shall regulate all questions regarding the implementation and the application of this Agreement.
2. For this purpose the Contracting Parties shall establish a Joint Committee.
3. The Joint Committee shall meet regularly at the request of either Contracting Party alternately in the territory of one of the Contracting Parties and shall comprise representatives of the competent authorities of the administration of the Contracting Parties which can invite representatives of road transport associations.
4. The Joint Committee shall draw up its own rules and procedures. The meeting will be concluded by drawing up a protocol to be signed by the heads of the delegations of each Contracting Party.
5. Following Article 3, the Joint Committee shall decide upon the type and number of permits or authorizations and the conditions of access to the market.
6. The Joint Committee shall give particular consideration to the following subjects:
 - the harmonious development of transport between the Contracting Parties, taking into account among others environmental aspects involved;
 - the coordination of road transport policies, transport legislation and its implementation by the Contracting Parties at national and international level;
 - the formulation of possible solutions for the respective national authorities if problems occur, notably in the field of fiscal, social, customs and environmental matters, including matters of public order affecting road transport operations;
 - the exchange of relevant information;
 - the method of fixing weights and dimensions;
 - the promotion of cooperation between transport enterprises and institutions;
 - the promotion of multimodal transport, including all questions concerning market access.

PART II.

PROVISIONS FOR THE CARRIAGE OF PASSENGERS

Article 9

Regular Services

1. Applications for authorizations for regular services shall be submitted to the competent authorities in the Contracting Party on whose territory the point of departure is situated. If such an application is approved, the competent authority forwards it to the competent authority of the other Contracting Party.

2. The decision to issue authorizations shall be taken jointly by the authorities of the Contracting Parties. They are issued by the competent authorities of both Contracting Parties each one for its own territory.
3. The Joint Committee referred to in Article 8 of this Agreement shall decide on the form of the application for issuing the authorizations and the documents to be annexed.
4. An application for an authorization may be rejected if, inter alia:
 - the applicant is unable to provide the service that is the subject of the application with equipment directly available to him;
 - if in the past the applicant has not complied with national or international legislation on road transport and in particular the conditions and requirements relating to authorizations for international road passenger services or has committed serious breaches of legislation in regard to road safety, in particular with regard to the rules applicable to vehicles and driving and rest periods of drivers;
 - if, in the case of an application for renewal of authorization, the conditions of the authorization have not been complied with.
5. A decision on whether an authorization shall be issued shall be taken by the competent authorities within three months of the date on which a full application is received.
6. An authorization shall be valid for a maximum period of five years and may be extended on request.
7. While operating this transport, the authorization or a legalized copy of it shall be carried in the vehicle.

Article 10

Shuttle services

1. No authorization shall be required for shuttle services with accommodation, insofar these services have their departure in the territory of the Contracting Party of establishment of the operator, or in the case of transit through the territory of the other Contracting Party.
2. Shuttle services without accommodation are subject to authorizations.
3. Provisions of article 9, par. 1, 2, 3, 4, 5 and 7 shall apply to the authorizations referred to in paragraph 2 of this Article.
4. For the shuttle services mentioned under paragraphs 1 and 2 of this article, passenger waybills completed in full shall be carried in the vehicle.

Article 11

Occasional services

1. No authorization shall be required for occasional services.
2. While operating this kind of transport, a passenger waybill, completed in full, shall be carried in the vehicle.

PART III.

PROVISIONS FOR THE CARRIAGE OF GOODS

Article 12

Permit conditions

1. Permits for the transportation of goods shall be issued within the limits of a quota for 1 (one) journey (roundtrip) or for 1 (one) year each and shall be valid for a period of 13 months, starting from January the 1st of each calendar year. The permits shall be carried in the vehicle.
2. The Joint Committee referred to in Article 8 determines the quota, the categories of the permits (journey and time) and any further conditions governing permit use.
3. No permit or authorization shall be required for the following types of transport or for unladen journeys made in conjunction with such transports:
 - a) The transport of goods by motor vehicles whose Total Permissible Laden Weight (TPLW), including trailers, does not exceed 6 tons, or when the permitted payload, including trailers, does not exceed 3.5 tons;
 - b) The transport of goods on an occasional basis, to or from airports, in cases where services are diverted;
 - c) The transport of vehicles which are damaged or have broken down and the transport of breakdown repair vehicles;
 - d) Unladen runs by a goods vehicle sent to replace a vehicle which has broken down in another country, and also the return run, after repair, of the vehicle that had broken down;
 - e) Transport of livestock in special purpose-built or permanently converted vehicles for the transport of livestock, and recognized as such by the Contracting Parties' authorities concerned;
 - f) Transport of spare parts and provisions for ocean-going ships and aircraft;

- g) Transport of medical supplies and equipment needed for emergencies, more particularly in response to natural disasters and humanitarian needs;
 - h) Transport of works and objects of art for fairs and exhibitions or for non-commercial purposes;
 - i) Transport for non-commercial purposes of properties, accessories and animals to or from theatrical, musical, film, sports or circus performances, fairs or fetes, and those intended for radio recordings, or for film or television production;
 - j) The transport of goods on own account;
 - k) Funeral transport;
 - l) Postal transport carried out as a public service;
 - m) The first unladen journey of a newly-bought vehicle.
4. The Joint Committee referred to in Article 8 of this Agreement can extend the types of transport for which no permits or authorizations are required.
 5. The proof that a transport is exempted from any permit should be provided by any adequate document.
 6. The permit referred to in paragraph 1 of this Article has to be filled out in full before the journey starts.
 7. When entering the territory of the other Contracting Party, the permit has to be stamped by the customs.
 8. As an exemption of paragraph 7, when crossing the border on a place where no customs are available, the driver has to put in ink on the place of the customs stamp on the permit, the place, date and hour of border crossing.

PART IV.

FINAL PROVISIONS

Article 13

For the purpose of this Agreement, the Competent authorities are:

- in Montenegro, the Ministry of Transport, Maritime Affairs and Telecommunications and the Traffic Directorate;
- in the Kingdom of Belgium, the Federal Public Service Mobility and Transport.

Article 14

Entry into force and duration

1. This Agreement shall enter into force on the day of the receipt of the last notification through diplomatic channels, by which the Contracting Parties notify each other that the conditions, required by their respective national legislation for the entry into force of the Agreement, have been fulfilled.
2. The Contracting Parties may terminate this Agreement at any time by giving six months' written notice to the other Contracting Party. In that case, the Agreement shall be terminated six months after presenting the notice on termination to the other Contracting Party.
3. Upon the date of entry into force, this Agreement shall replace the Agreement between the Kingdom of Belgium and the Federative Socialist Republic of Yugoslavia on the transportation of passengers and goods with commercial vehicles, signed in Brussels on July the 1st, 1963.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Agreement.

DONE in twofold in Podgorica, on 16th February 2010, in the English language.

**FOR THE GOVERNMENT
OF THE KINGDOM OF BELGIUM:**

**FOR THE GOVERNMENT
OF MONTENEGRO:**



**Yves LETERME,
Prime Minister**



**Milo DJUKANOVIC,
Prime Minister**

