

B02097

ACORD
între Republica Moldova și Republica Portugheză
privind transporturile internaționale rutiere de
pasageri și de mărfuri

Lisabona, 28 mai 2014



COPIE CERTIFICATĂ
TEXT ÎN LIMBA ENGLEZĂ

AGREEMENT

between the Republic of Moldova and the Portuguese Republic on International Road Transport of Passengers and Goods

The Republic of Moldova and the Portuguese Republic, hereinafter referred to as the "Parties",

Wishing to contribute to the development of trade and economic relations between their countries;

Determined to promote co-operation in road transport within the framework of the market economy;

Concerned about environment protection, the rational use of energy, road safety including the improvement of driving conditions; namely the social provisions on driving and rest periods;

Recognizing the mutual advantages and interest of an agreement on road transport;

Agree as follows:

CHAPTER I

General provisions

Article 1 Scope

The present Agreement applies to international road transport of passengers and goods and entitles operators established on the territory of either Party to transport passengers and goods by road between the territories of the Parties or in transit through them.

Article 2 Definitions

For the purpose of this Agreement:

- a) A "Transport Operator" is any individual or legal person duly registered and authorised in the territory of either Party:

- i) To engage in the international transport of passengers or goods by road for hire or reward;
 - ii) To perform transport on own account.
- b) A "vehicle" means:
- i) In the case of transport of passengers, any motor vehicle intended for carriage of passengers with more than nine seats – including the driver's seat;
 - ii) In the case of transport of goods, any lorry, tractor, trailer or semi-trailer, as well as any articulated vehicle or a combination of lorry and trailer, provided that at least the motor vehicle is registered in the territory of either Party and owned by the transport operator or put at his disposal by means of a leasing or hiring contract.
- c) "Cabotage" means transport services performed by a transport operator of one of the Parties between two points situated on the territory of the other Party.
- d) "Transit" is the transport performed by a transport operator established in one of the Parties through the territory of the other Party without taking or leaving there any passengers or goods.
- e) "Triangular transport" is the transport performed by a transport operator registered in one of the Parties, between the territory of the other Party and a third country, provided that the territory of the other Party is either destination or origin of the transport operation.

CHAPTER II

Transport of passengers

Article 3 Types of services

1. The transport services of passengers to be performed under the provisions of this Agreement may be:

- a) Regular services;

b) Occasional services.

2. "Regular services" are services which provide for the carriage of passengers on specified routes, according to previously determined itinerary, schedule, fares and stopping points for collecting and setting down passengers.

3. "Occasional services" are services which do not fall within the definition of regular services.

Article 4 **Regime of authorization**

1. Apart from the exceptions referred to in paragraph 1 of article 5, any passenger transport services performed under this Agreement are subject to an authorization granted by the competent authority of the other Party on the basis of reciprocity.

2. In what regards regular services:

- a) The establishment of a regular service, as well as the modification of the operating conditions thereof, will be authorised by common agreement between the competent authorities of the Parties, provided that an approval is obtained from the competent authorities of the transit countries, whenever necessary;
- b) An authorization granted by the competent authority of a Party will be valid on that part of the route which is situated on the territory of the same Party;
- c) The authorization for each regular service will be granted on the basis of the principle of reciprocity, unless concrete situations prevent the application of such principle, in which case the authorization shall be granted to the applicant;
- d) The term of validity of an authorization cannot exceed five years.

3. In what regards occasional services:

- a) Occasional services between the two countries or in transit through their territories, performed under this Agreement, apart from the exceptions referred to in paragraph 1 of article 5, are subject to an authorization granted by the competent authority of the other Party on the basis of the principle of reciprocity;

- b) Competent authorities of the Parties issue authorization for transport operators for the part of the route on their territories;
- c) Each occasional service needs a separate authorization valid only for one trip, unless otherwise stated in the authorization;
- d) Each authorization should be numbered, signed and stamped by the competent issuing authority.

Article 5
Transport services exempted from authorization

1. The following occasional services do not require authorization:
 - a) "Closed-door tours", i.e. services whereby the same vehicle carries the same group of passengers throughout the journey and brings them back to the place of departure, provided that the place of departure and destination is situated on the territory of the Party where the vehicle is registered;
 - b) Services involving a laden journey from a place of departure situated on the territory of the Party where the vehicle is registered to a place of destination situated on the territory of the other Party, followed by an empty journey back to the place of departure;
 - c) Services including an unladen journey entering the territory of the other Party, followed by a laden journey, provided that all passengers are picked up in the same place and that:
 - i) They are grouped by a transport contract concluded before they enter the territory of the other Party; or
 - ii) They have been previously carried by the same transport operator to the territory of the other Party; or
 - iii) They have been invited to come to the territory of the Party where the transport operator is established, the costs of transport being at the charge of the person responsible for the invitation.
 - d) Unladen runs of a passenger vehicle sent to replace a vehicle, which has broken down in another country, in order to continue the carriage of passengers under cover of the waybill of the broken down vehicle.

2. Services exempted from authorization under the provisions of paragraph 1 of this article shall be carried out under cover of a control document to be established by the Joint Committee mentioned in Article 17 of this Agreement.

CHAPTER III

Transport of goods

Article 6 Regime of authorization

1. Apart from the exceptions referred to in article 7, the transport of goods for hire or reward or on own account performed under the provisions of this Agreement by a transport operator established on the territory of one of the Parties, by means of a motor vehicle registered in the same Party, is subject to an authorization granted by the competent authority of the other Party within the limits of the quota to be fixed annually by common agreement between the competent authorities of the Parties.

2. A part of the quota mentioned in paragraph 1 of this Article may be used by carriers established on the territory of one of the Parties in order to perform the transportation between the territory of the other Part and the third country (triangular transport).

3. The competent authorities of both Parties may agree on the following two types of authorizations:

- a) Journey authorizations, valid for one journey; or
- b) Yearly authorizations, valid for the respective calendar year.

4. The period of validity of each authorization is from the 1st of January of each year to the 31st of January of the next year.

5. The forms for authorizations and control documents as required by this Agreement shall be agreed by the Joint Committee mentioned in Article 17 of the present Agreement.

Article 7
Transport services exempted from authorization

1. The following transports are exempted from authorization:
 - a) Transport of goods by a motor vehicle whose Total Permissible Laden Weight (TPLW), including the trailer, does not exceed 3,5 tons;
 - b) Transport or towing of vehicles which are damaged or have broken down by specialized breakdown repair vehicles;
 - c) 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;
 - d) Transport of medical supplies and equipment needed for emergencies, particularly in response to natural disasters as well as for humanitarian aid;
 - e) Transport of works and objects for fairs and exhibitions;
 - f) Transport for non-commercial purposes of material, accessories and animals to or from theatrical, musical, film, sportive, circus performances or fairs, as well as transport of material intended for radio recordings or for film or television production;
 - g) Transport of mail as public service;
 - h) Transport of bodies and remains of the dead.

2. Exceptions stipulated in subparagraphs e) and f) of this article are valid only if the goods are subject to return to the country of registration of the vehicle or are carried to the territory of a third country.

CHAPTER IV

Common provisions

Article 8 Cabotage

Performance of transport services by a transport operator of one of the Parties between two points situated on the territory of the other Party is forbidden, unless there is a specific authorization of the competent authority of this other Party.

Article 9 Fiscal regime

1. Vehicles which are registered on the territory of one Party and are temporarily admitted into the territory of the other Party to perform transport services in accordance with this Agreement shall be exempt, on the basis of the principle of reciprocity, from taxes on the possession and circulation of vehicles, levied on the territory of the other Party.
2. The provision of paragraph 1 of this article shall not apply to tolls or charges related to the use of motorways, similar infrastructures, bridges and tunnels, neither to services performed by heavy and non-standard dimension vehicles, nor vehicles carrying dangerous goods, which shall be levied on the basis of the principle of non discrimination.

Article 10 Customs regime

1. In transport operations carried out under this Agreement, the exemption from import duties, as well as other charges will be mutually granted to:
 - a) Fuel contained in the normal tanks of the vehicles, which have been built-in by the vehicle's manufacturer;
 - b) Lubricants in the necessary quantity to ensure the maintenance of the vehicle during the journey;
 - c) Spare parts and instruments meant for repairing a vehicle performing international transport operations.

2. Each Party shall allow the temporary admission of spare parts meant for repairing a vehicle performing international transport operations, under this Agreement, provided that the non-used parts or those having been replaced shall be re-exported or destroyed, in accordance with the law in force on the territory of the respective Party.

Article 11 **Weight and dimensions of vehicles**

1. In what concerns weights and dimensions of vehicles, each Party undertakes not to submit vehicles registered in the territory of the other Party to more severe conditions than those that are imposed on vehicles registered in its own country.

2. When the weight and /or the dimensions of a vehicle of one of the Parties, loaded or unloaded, exceeds the maximum limits admissible on the territory of the other Party, a special authorization is required from the competent authority of this Party.

3. Whenever the authorization stipulates that the vehicle must use a specific itinerary, it shall be valid only for that itinerary.

Article 12 **Sanctions**

1. If a transport operator of one of the Parties, or his driving personnel, when on the territory of the other Party, infringes the provisions of this Agreement or its national legislation, the competent authority of the Party where the transport operator is established shall, at the request of the competent authority of the other Party, adopt one of the following measures:

- a) Issue a warning; or
- b) Withdraw, on a temporary or permanent basis, partially or totally, the right to perform transports under the provisions of this Agreement on the territory of the Party where the infringement has been committed.

2. The competent authority that requested the adoption of a sanction shall be informed, as soon as possible, of its effective adoption.

3. The provisions of this article shall apply without prejudice of any sanction provided for by the national legislation of the Party in whose territory the infringement was committed.

Article 13
Control

The authorizations – or a certified copy thereof in the case of regular passenger services – as well as any control document required under the provisions of this Agreement shall be carried on board of the vehicle and be presented upon request of the control authorities.

Article 14
Additional Provisions

1. The Law in force in both Parties shall apply in all matters that are not regulated by the provisions of this Agreement or by other international agreements which are binding for both Parties.
2. Authorizations and permits, as required under the provisions of this Agreement, are personal and not transferable.

Article 15
Competent Authorities

1. The competent authorities for implementing this Agreement are:

a) For the Republic of Moldova:

Ministry of Transport and Road Infrastructure
162, Stefan cel Mare si Sfint Bd.
MD-2004, Chsinau
Ph: 00373-22-820709/10
Fax: 00373-22-820710

b) For the Portuguese Republic:

Instituto da Mobilidade e dos Transportes, I.P.
Av. Das Forcas Armadas, 40
1649 – 22 LISBOA
Ph: 00351-21-7949172/3
Fax: 00351-21-7949003

2. The competent authorities stipulated in paragraph 1 of this article, shall contact each other directly.

Article 16 Implementation of the Agreement

The competent authorities of the Parties shall keep each other mutually informed of any change in national law affecting the application of the present Agreement.

Article 17 Joint Committee

1. A Joint Committee is established, composed of representatives of both Parties, in order to define the conditions for implementing this Agreement, namely in the form of a Protocol.

2. Representatives of other institutions may be invited to participate in the Joint Committee meetings.

3. The Joint Committee is competent to:

- a) Advise on the establishment of regular passenger services, namely on what concerns their operational conditions;
- b) Agree on the establishment of a yearly quota as referred to in article 6;
- c) Submit for approval any changes to the list of exemptions from authorization for transport foreseen in article 5 and in article 7;
- d) Agree the forms for authorization and control documents as stipulated in paragraph 4 of article 6;
- e) Agree on the conditions of the authorization of triangular transports;
- f) Settle any questions arising from the application of the present Agreement;
- g) Adopt any measures needed to promote international transports both of goods and passengers, between the territories of the Parties.

4. The Joint Committee shall hold its meetings alternately on the territories of the Parties at the request of the competent authorities of either Party.

CHAPTER V

Final provisions

Article 18 Settlement of Disputes

1. Any dispute concerning the interpretation or application of the present Agreement shall be settled within the Joint Committee.
2. If the Joint Committee cannot reach agreement, the Parties shall settle the disputes by negotiation, through diplomatic channels.

Article 19 Entry into Force

The present Agreement shall enter into force on the thirtieth day following the receipt of the last notification, in writing and through diplomatic channels, stating that all the internal procedures of both Parties required for the purpose have been fulfilled.

Article 20 Compatibility with other Treaties

The provisions of this Agreement will not affect the Parties rights and obligations regarding other international treaties that they are part of.

Article 21 Amendments

1. At the request of either Party, this Agreement may be amended on the basis of mutual written consent.
2. The amendments shall enter into force according to the procedure established in Article 19 of the present Agreement.

Article 22 Duration and Denunciation

1. The present Agreement shall remain in force for an indeterminate period of time.

2. Each Party may denounce the present Agreement at least three months before the end of each calendar year.

3. The denunciation shall be notified, in writing and through diplomatic channels, producing its effects on the first of January of the next calendar year.

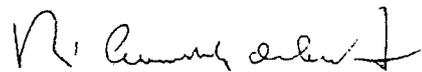
Article 23 Registration

The Party in which territory the present Agreement is signed shall transmit it for registration to the Secretariat of the United Nations, according to article 102 of the Charter of the United Nations, and shall notify the other Party of the conclusion of this proceeding, indicating the respective number of registration.

Done in Lisbon, on 28 of May 2014 in two originals, in, Romanian, Portuguese and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text of the Agreement shall prevail.

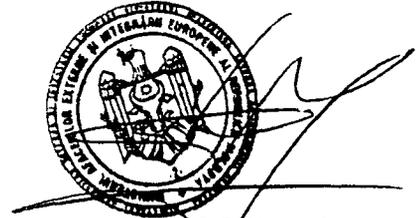


For the Republic of Moldova



For the Portuguese Republic

Prin prezenta confirm că textul alăturat este o copie certificată de pe Acordul între Republica Moldova și Republica Portugheză privind transporturile internaționale rutiere de pasageri și de mărfuri (Lisabona, 28 mai 2014). originalul căruia este depozitat la Arhiva Tratatelor a Ministerului Afacerilor Externe și Integrării Europene.



Dumitru SOCOLAN,
Șef al Direcției Generale Drept
Internațional a Ministerului Afacerilor
Externe și Integrării Europene al
Republicii Moldova