

**AGREEMENT**  
**between the Government of the Republic of Moldova**  
**and the Government of the Republic of Poland**  
**concerning civil air transport**

The Government of the Republic of Moldova and the Government of the Republic of Poland hereinafter referred to as "the Contracting Parties",

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

Desiring to conclude an agreement supplementary to the said Convention for the purpose of establishing and operating scheduled air services between and beyond the territories of the Republic of Moldova and the Republic of Poland respectively,

Have agreed as follows:

**Article 1**  
**Definitions**

1. For the purpose of the present Agreement, unless the context otherwise requires, the expression:

- 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 annex or of the Convention under the Article 90 and 94 thereof so far so these annexes and amendments have been adopted by both Contracting Parties;
- b) "aeronautical authorities" means, in the case of the Republic of Moldova, the State Administration of Civil Aviation, and in the case of the Republic of Poland, the Ministry of Transport and Maritime Economy or, in both cases, any other person or body authorized to perform the functions exercised at present by the said authorities;
- c) "designated airline" means any airline which has been designated and authorized in accordance with Article 3 of the present Agreement;
- d) "territory of the Contracting Party" and "nationals of the Contracting Party" means the territory and the nationals of the Republic of Moldova and the Republic of Poland respectively;
- e) "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
- f) "carriage of traffic" means the carriage of passengers, cargo and mail, in combination or separately;
- g) "tariff" means the prices or charges to be paid for the international carriage of passengers, baggage and cargo and the conditions under which those prices or charges apply, including prices or charges and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;

- h) "specified routes" means the routes specified in the Annex to the present Agreement on which scheduled international air services will be operated by the designated airlines of the Contracting Parties;
- i) "agreed services" means the services established or to be established on the routes specified in the Annex to the present Agreement;
- j) "Agreement" means the present Agreement or as amended in accordance with the provisions of Article 19 of the present Agreement;
- k) "Annex" means the Annex to the present Agreement or as amended in accordance with the provisions of Article 19 of the present Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement shall include references to the Annex except where otherwise expressly provided.
2. The headlines of each Article of the present Agreement have a reference and facilitation character and by no means define, limit or describe the purpose or intention of the present Agreement.

## **Article 2**

### **Grant of rights**

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing and operating scheduled international air services on the routes specified in Annex to the present Agreement.
2. Subject to the provisions of the present Agreement, the designated airline of each Contracting Party shall enjoy, while operating the agreed services on the specified routes, the following rights:
- a) to fly without landing across the territory of the other Contracting Party;
  - b) to make stops in the territory of the other Contracting Party for non-traffic purposes;
  - c) to embark and disembark in the territory of the other Contracting Party at the points specified in the Annex to the present Agreement, international traffic in passengers, cargo and mail, in combination or separately.
3. Nothing in paragraph 2 of this Article shall be deemed to confer on the designated airline of one Contracting Party the right of taking on the territory of the other Contracting Party passengers, cargo and mail carried for remuneration or hire and destined for another point within the territory of that other Contracting Party (Cabotage).

## **Article 3**

### **Designation of airlines**

1. Each Contracting Party shall have the right to designate an airline for the purpose of operating the agreed services on the specified routes. Such designation shall form the object of a written notification between the aeronautical authorities of the Contracting Parties.
2. On receipt of such designation, the aeronautical authorities of the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, grant without delay to the airline so designated the appropriate operating authorization.
3. The aeronautical authorities of one Contracting Party may require the designated airline of 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 the 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 the designated airline of the other Contracting Party of the rights specified in Article 2 of the present Agreement, in any case where the first Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. The airline designated and authorized in accordance with the provisions of paragraph 1 and 2 of this Article may begin at any time to operate the agreed services, provided that capacity is regulated under Article 5 of the present Agreement, the schedule is approved in accordance with the provisions of Article 7 of the present Agreement and that tariffs established in accordance with the provisions of Article 8 of the present Agreement are in force in respect of the agreed services.

6. Each Contracting Party shall have the right by written notification between the aeronautical authorities of the Contracting Parties to substitute an airline it has designated by another airline. The newly designated airline shall have the same rights and be subject to the same obligations as the airline which it substitutes.

#### **Article 4**

##### **Revocation and suspension of operating authorization**

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

a) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party, or

b) in the case of failure by that airline to comply with laws or regulations of the Contracting Party granting those rights, or,

c) in case, in the judgement of the former party, the airline otherwise fails to comply with provisions of the present Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringement of laws and regulations, such right shall be exercised by each Contracting Party only after consultations with the other Contracting Party, in accordance with Article 16 of the present Agreement.

#### **Article 5**

##### **Capacity**

1. The airlines designated by the Contracting Parties for the purpose of operating the agreed services shall provide capacity adequate to meet the current and reasonable anticipated requirements for the international carriage on these services.

2. If the national regulations of a Contracting Party so require, the agreements, which may be concluded between the designated airlines for the purpose of operating the agreed services, shall be subject to the approval of the aeronautical authorities of the said Contracting Party.

#### **Article 6** **Provision of statistics**

The aeronautical authorities of either Contracting Party shall cause their designated airline to supply to the aeronautical authorities of the other Contracting Party, at their request, such periodic or other statement of statistical data as may be reasonable required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the Contracting Parties.

#### **Article 7** **Approval of schedule**

The flight schedules including the frequency of the flights, the days of operations, the type of services and the type of aircraft to be used shall be agreed between the designated airlines of the Contracting Parties. These matters, thus agreed, shall be submitted for approval to the aeronautical authorities of the Contracting Parties thirty (30) days before starting operations of the agreed services. The same procedure shall be applied in case of subsequent changes and the period of thirty (30) days can be modified subject the consent of the aeronautical authorities concerned.

#### **Article 8** **Tariffs**

1. The tariffs to be charged by the designated airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including interests of users, costs of operation, characteristics of service, commission rates, reasonable profit, the tariffs of the other airlines and other commercial considerations in the market-place.

2. The tariffs referred to in paragraph 1 of this Article shall, if possible, be agreed between the designated airlines of the Contracting Parties and such agreement shall, wherever possible, be reached using the procedures of the appropriate international bodies or organizations.

3. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least sixty (60) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities.

4. The approval of the tariffs may be given expressly. If neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraph 3 of this Article, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph 3 of this Article, the aeronautical authorities may agree that the period within which any disapproval may be notified shall be less than thirty (30) days.

5. If a tariff cannot be agreed in accordance with paragraph 2 of this Article, or if, during the period applicable in accordance with paragraph 4 of this Article, the aeronautical authorities of one Contracting Party give the aeronautical authorities of the other Contracting Party notice of their disapproval of a tariff agreed in accordance with paragraph 2 of this Article, the aeronautical authorities of the Contracting Parties shall endeavour to determine the tariff by mutual agreement.

6. If the aeronautical authorities of the Contracting Parties cannot agree on any tariff submitted to them under paragraph 3 of this Article, or on the determination of any tariff under paragraph 5 of this Article, the dispute shall be settled in accordance with the provisions of Article 17 of the present Agreement.

7. A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been approved. The applicability of the tariff concerned may be extended beyond the original expiry date with the approval of the aeronautical authorities of the Contracting Parties. However, a tariff shall not be prolonged by virtue of this paragraph for more than twelve (12) month after the date on which it would otherwise have expired.

## **Article 9**

### **Exemption from customs and other duties**

1. Aircraft operated on international air services by the designated airline of the Contracting Parties, as well as their regular equipment, supplies of fuel and lubricants, spare parts and aircraft stores, including food, beverages and tobacco and other products destined for sale to passengers during the flight, on board such aircraft shall be exempt from all customs duties, inspection fees and other duties and charges on arriving in the territory of the other Contracting Party, provided such equipment, supplies and stores remain on board aircraft up to the time as they are re-exported.

2. There shall also be exempt from the same duties, fees and charges, with the exemption of charges corresponding to the service performed:

a) the fuel and lubricants destined to supply aircraft of the designated airline used on international air services, taken on board in the territory of the other Contracting Party, even when such fuel and lubricants are used on the part of the flight performed over the territory in which they were taken on board;

b) the spare parts and usual airborne equipment introduced into the territory of the other Contracting Party for the maintenance or repair of aircraft of the designated airline used on international services;

c) the aircraft stores taken on board in the territory of the other Contracting Party within the limits fixed by the competent authorities of the said Contracting Party, and destined for use on board the aircraft of the designated airline operating on the international air services;

d) cargo and baggage in direct transit, carried by the aircraft of the designated airline used on international air services;

e) the furniture, the office equipment and materials introduced in the territory of either of the Contracting Party in order to be used in the agency offices of the airline designated by the other Contracting Party provided that such furniture, equipment and materials are in the disposal of their introduction into that territory and the principle of reciprocity applies;

f) the items and the materials having no commercial value introduced in the territory of either of the Contracting Party in order to be used in the agency offices of the airline designated by the other Contracting Party for promotion and advertising provided they bear the name of the respective airline and are complimentary distributed.

Materials referred to in sub-paragraphs (a), (b), (c) and (d) of this paragraph may be required to be kept under customs supervision or control.

3. The regular airborne equipment as well as materials and supplies retained on board the aircraft of the designated airline of either Contracting Party, may be unloaded in the territory of the other Contracting party only with the approval of the customs authorities of such Contracting Party. 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.

4. Each Contracting Party shall grant to the airline designated by the other Contracting Party the same privileges which its own designated airline enjoys in the territory of the other Contracting Party with respect to turnover tax (value-added tax) or similar indirect tax structured as general excise tax

## **Article 10 Representation**

1. Each Contracting Party grants to the designated airline of the other Contracting Party, on a reciprocal basis, the right to establish and maintain in its territory offices with commercial, technical, operational and administrative personnel as may be necessary for the requirements of the designated airline concerned.

2. The designated airline of each Contracting Party shall have the right, on reciprocity basis, to issue its own documents of carriage on their own worldwide services and to advertise and promote sales in the territory of the other Contracting Party. Such sales may be effected in accordance with the laws and regulations in force of this Contracting Party, either directly through their own sales offices or through sales and travel agencies, to any person, organization or body.

3. The establishment of offices and the employment of the personnel referred to in paragraph 1 of this Article shall be subjected to the laws and regulations of the Contracting Party concerned, such as laws and regulations relating to the admission of foreigners and their stay in the territory of the Contracting Party concerned. The personnel employed in the offices according to paragraph 1 of this Article, however, do not require a work permit.

4. The remuneration received by the personnel referred to in paragraph 1 of this Article having the nationality of the Contracting Party designating the airline or the nationality of third States, shall be exempted from duties and taxes.

## **Article 11 Transfer of earnings**

1. Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer of the excess of receipts over expenditure, earned in its territory in connection with the carriage of passengers, baggage, cargo and mail by the designated airline of this other Contracting Party. Such transfer shall be made

in a free convertible currency at the official rate of exchange on the day the transfer is made, without being affected by taxation or restrictions.

2. The profit earned as a result of the operation of the aircraft engaged in international traffic and the mobile goods that are used for operating the aircraft are taxable only in that State where the principle place of business or permanent residence of the designated airline is located.

3. If a Contracting Party imposes restrictions on the transfer of earnings by the designated airline of the other Contracting Party, the latter shall have the right to impose reciprocal restrictions on the designated airline of the first Contracting Party.

## **Article 12**

### **Airport and similar charges**

Any charges that may be imposed or permitted to be imposed for using the airports and air navigation facilities in the territory of the Republic of Moldova and the territory of the Republic of Poland respectively, shall be levied according to the official level of the tariffs established by the laws and other regulations in force in these States, which apply to all aircraft that operate similar international air services.

## **Article 13**

### **Recognition of certificates and licences**

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

2. However, each Contracting Party reserves the right to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party or by any other State.

## **Article 14**

### **Applicability of laws and regulations**

1 The laws and regulations of one Contracting Party relating to the admission to, stay in or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the designated airline by the other Contracting Party and shall be complied with by such aircraft upon entrance into or departure from and while within the territory of the first Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission to, stay in, transit through or departure from its territory of passengers, crew, baggage, cargo or mail transported on board of aircraft, including regulations relating to entry, clearance, immigration, emigration, passports, customs, currency and quarantine, shall be complied with by or on behalf of such passengers, crew, baggage, cargo or mail of the designated airline of the other Contracting Party upon entrance into or departure from or while within the territory of the first Contracting Party.

3. The airways and the points of overflying the frontier of the Republic of Moldova and of the Republic of Poland shall be independently established by each Contracting Party in its territory.

### **Article 15** **Applicability of multilateral air conventions**

1. To the extent to which they are applicable to the air services established under the present Agreement, the provisions of the Convention shall remain in force in their present form between the Contracting parties for the duration of the present Agreement, unless the Contracting Parties ratify any amendment to the Convention which shall have duly entered into force, in which case the Convention as amended shall remain in force for the duration of the present Agreement.

2. If a general multilateral agreement or convention concerning air transport enters into force in respect of the Contracting Parties, the present Agreement shall be amended by negotiations between the Contracting Parties so as to conform to the provisions of such agreement or convention.

### **Article 16** **Consultations**

1. In a spirit of close collaboration, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensure the implementation of, and satisfactory compliance with the provisions of the present Agreement.

2. Either Contracting Party may at any time request consultation on the interpretation, application or amendment of the present Agreement with the other Contracting Party. Such consultation which may be between the aeronautical authorities of the Contracting Parties through discussing or by correspondence, shall begin within a period of sixty (60) days from the date the other Contracting Party receives the request, unless the Contracting Parties agree to an extension of this period.

### **Article 17** **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 by negotiation, they may agree to refer the dispute for decision to some person or body, or the dispute may at the request of either Contracting Party be submitted for the 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 sixty (60) 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 such case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral body.

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

## **Article 18**

### **Aviation security**

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, and any other convention on aviation security to which the Contracting Parties shall become members.

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

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation and designated as Annexes to the convention to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 of this Article, required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. Each Contracting Party shall take measures, as it may find practicable, to ensure that an aircraft subject to an act of unlawful seizure or other acts of unlawful interference which has landed in the territory of the respective State is detained on

the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

7. Should one Contracting Party have problems with regard to the aviation security provisions of this Article, the aeronautical authorities of either Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party.

## **Article 19 Amendment**

1. The present Agreement may be modified by the mutual agreement of the Contracting Parties. For this purpose, each Contracting Party shall examine carefully any proposal presented by the other Contracting Party. Any modification agreed upon shall come into force when the Contracting Parties have reciprocally notified, through diplomatic channels, the compliance with the formalities required by their legislation relating to the entry into force of international agreements.

2. The Annex to the present Agreement may be modified by the direct agreement between the aeronautical authorities of the Contracting Parties and shall be confirmed by an exchange of letters.

3. The negotiations relating to the modification of the present Agreement or of its Annex shall begin within a period of sixty (60) days from the date of receipt of the request, unless both Parties agree to an extension of this period.

## **Article 20 Registration**

The present Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

## **Article 21 Entry into force**

The present Agreement shall be applied provisionally from the date of its signature and shall enter into force on the date when the Contracting parties reciprocally notified, through diplomatic channels, the compliance with the formalities required by their legislation relating to the entry into force of international agreements.

## **Article 22 Termination**

This Agreement is concluded for indefinite time.

Either Contracting Party may at any time denounce it by notification. In such a case this Agreement shall terminate twelve (12) months after the date of receipt of notification by the other Contracting Party.

Done at Warsaw on this 27 day of July 1995 in the Moldovan, Polish and English languages, all the texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

**For the Government  
of the Republic of Moldova**

**For the Government  
of the Republic of Poland**

## ANNEX

### Route Schedule

#### 1. Polish routes

Points of origin	Intermediate points	Points in Moldova	Points beyond
Points in Poland	Three points	Chisinau	Three points

#### 2. Moldavian routes

Points of origin	Intermediate points	Points in Poland	Points beyond
Points in Moldova	Three points	Warsaw	Three points

3. Intermediate points and points beyond will be agreed between the designated airlines and subject to approval by the aeronautical authorities of the Contracting Parties.

4. Any points or several points on specified routes may not be served - either on all flights, or on some of them - subject to the interest of the designated airlines of the Contracting Parties.