

AIR TRANSPORT AGREEMENT

between
the Government of the Republic of Moldova
and
the Government of the Czech Republic

The Government of the Republic of Moldova and the Government of the Czech Republic,

hereinafter referred to as Contracting Parties;

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

Desiring to conclude an agreement for the purpose of developing air services between and beyond their respective territories,

Have agreed as follows:

Article 1 Definitions

For the purpose of this Agreement, unless the context otherwise requires:

(a) the term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or of the Convention under Article 90 and 94 so far as those Annexes and amendments have been adopted by both Contracting Parties;

(b) the term "aeronautical authorities" means, in the case of the Republic of Moldova, the Civil Aviation Administration, and, in the case of the Czech Republic, the Ministry of Transport, or, in both cases, any other authority legally empowered to perform the functions exercised by the said aeronautical authorities;

(c) the term "designated airline" means each airline that one Contracting Party has designated in writing to the other Contracting Party and which has been authorized in accordance with Article 3 of this Agreement to operate the agreed services on the routes specified in conformity with paragraph (1) of Article 2 of this Agreement;

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

(e) the term "capacity" in relation to agreed services means the available seat capacity of the aircraft used on such services, multiplied by the frequency

operated by such aircraft over a given period on a route or section of a route;

(f) the term "Annex" means the Annex to this Agreement or as amended in accordance with the provisions of article 20 of this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement shall include the references to the Annex except where explicitly agreed otherwise.

Article 2 Traffic Rights

(1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating international air services by a designated airline(s) over the routes specified in the appropriate section of the Annex. Such services and routes are hereinafter called "agreed services" and "specified routes" respectively.

(2) Subject to the provisions of this Agreement the designated airline(s) 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 Contracting Party;

(b) to make stops in the territory of the other Contracting Party for non-traffic purposes; and

(c) to embark and disembark in the territory of the other Contracting Party at points specified in the Annex passengers, baggage and cargo including mail, separately or in combination, destined for or coming from point(s) in the territory of the first Contracting Party.

(3) The airline(s) of each Contracting Party, other than those designated under Article 3 of this Agreement, shall also enjoy the rights specified in paragraph (2) (a) and (b) of this Article.

(4) Nothing in paragraph (2) of this Article shall be deemed to confer on the designated airline(s) of one Contracting Party the right of taking on, in the territory of the other Contracting Party, passengers, baggage and cargo including mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3 Designation and Operating Authorization

(1) Each Contracting Party shall have the right to designate an airline or airlines for the purpose of operating the agreed services for such a Contracting Party and to withdraw the designation of any airline or to substitute another airline for one previously designated. Such designation shall be effected by virtue of written notification between the aeronautical authorities of both Contracting Parties. Unless

explicitly agreed otherwise between the aeronautical authorities of both Contracting Parties, there shall be no more than one designated airline from each Contracting party for each individual route specified in Annex.

(2) The aeronautical authorities which have received the notification of designation shall, subject to the provisions of paragraph (3) and (4) of this Article, grant without delay to the designated airline of the other Contracting Party the appropriate operating authorizations.

(3) The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to prove that it is qualified to fulfill the conditions prescribed under the laws and regulations applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.

(4) Aeronautical authorities of each Contracting Party shall have the right to refuse to accept the designation of an airline(s) and 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 for the exercise of the rights specified in Article 2 of this Agreement, whenever the Contracting Party has no proof that a substantial ownership and effective control of that airline(s) are vested in the other Contracting Party or in nationals of its State.

(5) When an airline(s) has been designated and authorized in accordance with this Article, it may operate in whole or in part the agreed services for which it is designated, provided that tariffs and timetables established in accordance with the provisions of Articles 13 and 15 of this Agreement are in force in respect of these services.

Article 4 **Revocation and Suspension of Operating Authorization**

(1) The aeronautical authorities of each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of this Agreement of the designated airline of the other Contracting Party or to impose such conditions, temporary or permanent, as it may deem necessary on the exercise of such rights, if the said airline:

(a) fails to prove before the aeronautical authorities of that Contracting Party granting those rights an ability to fulfill the conditions under the laws and regulations applied by these authorities in conformity with the provisions of the Convention; or

(b) cannot prove that a substantial ownership and effective control are vested in the Contracting Party designating the airline(s) or in nationals of its State; or

(c) otherwise fails to operate the agreed services in accordance with the conditions prescribed by this Agreement.

(2) Unless immediate action is essential to prevent further infringement of the

laws and regulations referred to above, the rights enumerated in paragraph (1) of this Article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party. Unless otherwise agreed by the aeronautical authorities, such consultations between the aeronautical authorities of both Contracting Parties shall begin within a period of sixty (60) days from the date of request made by either aeronautical authority.

Article 5

Application of Laws, Regulations and Procedures

(1) While entering, being within or leaving the territory of one Contracting Party, its laws, regulations and procedures relating to the operation and navigation of aircraft shall be complied by the other Contracting Party's airline(s).

(2) The laws, regulations and procedures of one Contracting Party relating to admission to, stay in, transit through, or departure from its territory of passengers, crews, baggage, and cargo including mail, such as laws, regulations and procedures relating to entry, exit, immigration, passports, customs, currency, quarantine, health or sanitary measures, shall apply to passengers, crew, baggage, cargo and mail carried by the aircraft of the designated airline of the other Contracting Party upon entry into or departure from or while within the territory of the said Contracting Party.

(3) In the application of its customs, quarantine and similar regulations, neither Contracting Party shall give preference to its own or any other airline over an airline of the other Contracting Party engaged in similar international air services.

Article 6

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.

(2) 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 September 14, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970, the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on September 23, 1971 and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on February 24, 1988 and any other multilateral agreement governing aviation security binding upon both Contracting Parties.

(3) 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.

(4) The Contracting 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 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 of aircraft 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.

(5) Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (4) above required by the other Contracting Party for entry into, departure from or while within the territory of that other Contracting Party.

(6) 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.

(7) Each Contracting Party shall also give a sympathetic consideration to any request from the other Contracting Party for reasonable security measures to meet a particular threat.

(8) 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.

(9) When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within one (1) month of the date of such request shall constitute grounds for application of Article 4 of this Agreement. If required by a serious emergency, either Contracting Party may take interim action prior to the expire of a month period.

Article 7

Recognition of Certificates and Licenses

(1) Certificates of airworthiness, certificate of competency and licenses, 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 agreed services, provided that such certificates and licenses are at least equal to or above the minimum standards which are established pursuant to the Convention.

(2) Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party or by the other State.

Article 8 Aviation Safety

(1) Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.

(2) If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 4 of this Agreement.

(3) Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by or, under the lease agreement, on behalf of the airline(s) of one Contracting Party on services to or from the territory of another Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting 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 this 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 the 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 Contracting 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, or, on behalf of the airline(s) of one Contracting Party in accordance with paragraph (3) of this Article is denied by the representative of that airline(s), the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred to in that paragraph.

(6) Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline(s) of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultations or otherwise, that immediate action is essential to the safety of an airline operation.

(7) Any action by one Contracting Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

Article 9

Customs Provisions, Duties and Taxes

(1) Each Contracting Party shall exempt, on the basis of reciprocity, the designated airline(s) of the other Contracting Party from import restrictions, customs duties, indirect taxes, inspection fees and other national and local duties and charges on aircraft, fuel, lubricants, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and food (including liquor, tobacco, beverages and other products destined for sale to passengers in limited quantities during the flight) and other items intended for use solely in connection with the operation or servicing of aircraft of the designated airline(s) of such Contracting Party operating the agreed services, as well as printed tickets stock, air way bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by that designated airline(s).

(2) The exemptions granted by this Article shall be provided in the extent according to laws and regulations of the Contracting Party granting such exemptions and apply to the items referred to in paragraph 1 of this Article:

(a) introduced into the territory of one Contracting Party by or on behalf of the designated airline(s) of the other Contracting Party;

(b) retained on board aircraft of the designated airline(s) of one Contracting

Party upon arriving in and until leaving the territory of the other Contracting Party;
and

(c) taken on board aircraft of the designated airline(s) of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services; whether or not such items are used or consumed wholly or partly within the territory of the Contracting Party granting the exemption, provided such items are not alienated in the territory of the said Contracting Party.

(3) The regular airborne equipment, as well as the materials, supplies and stores normally retained on board the aircraft of a designated airline(s) of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

(4) The exemptions provided for by this Article shall also apply in respect of consumable technical supplies, spare parts including engines and regular airborne equipment in situations where the designated airline(s) of one Contracting Party has entered into arrangements with another airlines for the loan or transfer in the territory of the other Contracting Party provided such other airlines similarly enjoy such exemptions from latter Contracting Party. Such loans and transfer shall be announced by airline to respective customs authorities.

Article 10

Use of Airports and Aviation Facilities

(1) The charges imposed in the territory of one Contracting Party on a designated airline(s) of the other Contracting Party for the use of airports, air navigation and other facilities shall not be higher than those that would be paid by its national aircraft of the same class engaged in similar international air services.

(2) In the use of airports, airways, air traffic services and associated facilities under its control, neither Contracting Party shall give preference to its own or any other airline(s) over an airline(s) of the other Contracting Party engaged in similar international air services.

(3) Each Contracting Party shall encourage consultations between its competent charging authorities and the airline(s) using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organizations. Reasonable notice of any proposals for changes in such charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning such charges.

Article 11

Transit

Passengers in direct transit across the territory of a Contracting Party, not leaving the area of the airport reserved for such purpose shall be subject, except in respect of security provisions referred to in Article 6 of this Agreement and prevention of trafficking of narcotic drugs and psychotropic substances, to no more than a simplified control. Baggage and freight in transit shall be exempt from customs duties and other charges.

Article 12

Sale of Services and Transfer of Funds

(1) Upon filing with the aeronautical authorities of the first Contracting Party and subject to appropriate commercial registration in accordance with the respective national laws and regulations of this first Contracting Party the designated airline(s) of the other Contracting Party shall have the right to sell freely its air transport services in the territory of the first Contracting Party either directly or at its discretion through its agents, and any person shall be free to purchase such transportation in the local currency or in any freely convertible currency normally purchased by local banks or authorized by foreign exchange regulations in force in that territory.

(2) The designated airline(s) of one Contracting Party shall have the right to convert and to remit to their home territory the excess of receipts over local expenditures earned in the territory of the other Contracting Party in a freely convertible currency. Conversion and remittance shall be performed without restrictions at the prevailing foreign exchange market rate applicable for these transactions on the day the transfer is made. In the case that the prevailing foreign exchange market rate system is not established, the conversion and remittance shall be performed without restrictions on the basis of the official exchange rate applicable on the date the transfer is made. Actual transfer shall be executed without delay and shall not be subject to any charges except normal service charges collected by banks for such transactions.

(3) In the event that payments between the Contracting Parties are governed by a special agreement, such an agreement shall apply.

Article 13

Tariffs

(1) The term "tariff" referred to hereinafter means the prices to be paid for the carriage of passengers and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services but excluding remuneration and conditions for the carriage of mail.

(2) The tariffs to be charged by the airlines of the Contracting Parties for the

agreed services shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service and the tariffs of other airlines operating scheduled services over the whole or part of the same routes.

(3) The aeronautical authorities of both Contracting Parties shall consider unacceptable tariffs that are unreasonably discriminatory, unduly high or restrictive because of the abuse of a dominant position, or artificially low because of direct or indirect subsidy or support, or are resulting in the price dumping.

(4) The tariffs shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least thirty (30) days prior to the proposed date of their introduction. In special cases, this time limit may be reduced subject to the agreement of the said authorities.

(5) Approval may be given expressly. If neither of the aeronautical authorities has expressed disapproval within fifteen (15) days from the date of submission in accordance with paragraph (4) 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 (4), the aeronautical authorities may agree that the period within which disapproval must be notified shall be less than fifteen (15) days.

(6) If, during the period applicable in accordance with paragraph (5) of this Article, the aeronautical authorities of one Contracting Party give the aeronautical authorities of the other Contracting Party notice of disapproval of a tariff, the aeronautical authorities of the two Contracting Parties shall endeavor to determine the tariff by mutual agreement.

(7) If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph (4) of this Article, or on the determination of any tariff under paragraph (6) of this Article, the dispute shall be settled in accordance with the provisions of Article 21 of this Agreement.

(8) A tariff established with the provisions of this Article shall remain in force until a new tariff has been established.

(9) The aeronautical authorities of each Contracting Party shall have the right to investigate violations of tariffs and sales conditions committed by any airline, passenger or freight agent, tour organizer or freight forwarder. The violation of tariffs and sales conditions may be a ground for the application of the relevant provisions of the present Agreement.

Article 14 Capacity

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

(2) In operating the agreed services the designated airline(s) of each Contracting Party shall take into account the interests of the designated airline(s) of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

(3) The agreed services provided by the designated airline(s) of the Contracting Parties shall bear a close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and, reasonably anticipated requirements for the carriage of passengers and/or cargo, including mail, between the territories of both Contracting Parties.

Article 15 Timetables

(1) An airline(s) designated by one Contracting Party shall file to the aeronautical authorities of the other Contracting Party for approval at least forty-five (45) days in advance the timetable of its intended services, specifying the frequency, type of aircraft, times, configuration and number of seats to be made available to the public and period of timetable validity. The same procedure shall apply to any modification thereof.

(2) If a designated airline(s) wishes to operate supplementary flights besides those covered in the timetables, it shall request permission from the aeronautical authorities of the other Contracting Party. Such request shall usually be submitted at least two working days before operating such flights.

Article 16 Airline Representation

(1) The designated airline(s) of one Contracting Party shall be allowed, on the basis of reciprocity, to bring into and to maintain in the territory of the other Contracting Party their representative and commercial, technical and other specialist staff reasonably required for the operation of the agreed services.

(2) The representative and staff shall be subject to the laws and regulations in force in the territory of the other Contracting Party.

(3) Subject to the laws and regulations in force in the respective territory, the designated airline(s) of both Contracting Parties shall have the right to establish in the territory of the other Contracting Party an office or offices for promotion of air transportation and sale of the air transportation services.

Article 17 Ground Handling

On the basis of reciprocity each Contracting Party grants to each designated airline(s) of the other Contracting Party right to select in the territory

of the other Contracting Party for the provision, in whole or in part, of ground handling services any agent from competing handling agents, authorized by the competent authorities of the other Contracting Party to provide such services.

Article 18 **Provision of Statistics**

The aeronautical authorities of each Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonable required for the purpose of reviewing the capacity provided on the agreed services by the designated airline(s) of first Contracting Party.

Article 19 **Consultations**

(1) In the spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall have from time to time communication or consultations, which may be through discussion or by correspondence, to ensure close collaboration in all matters affecting the implementation of this Agreement.

(2) Either Contracting Party may at any time request consultations on any problem related to this Agreement. Such consultations shall begin within a period of sixty (60) days from the date of the delivery of the request by the other Contracting Party, unless otherwise agreed by the Contracting Parties.

Article 20 **Amendments**

(1) If either of the Contracting Parties considers it desirable to amend any provision of this Agreement, such amendment, if agreed between the Contracting Parties, shall come into force when confirmed by an exchange of diplomatic notes. The date of exchange of notes will be the date of delivery of the latter of these two notes.

(2) Amendments to the Annex of this Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties. They shall be applied provisionally from the date they have been agreed upon by the said authorities and enter into force when confirmed by an exchange of diplomatic notes.

(3) In an event a general multilateral convention related to international air transport and affecting the relations between the two Contracting Parties enters into force, this Agreement shall be amended to conform to the provisions of such multilateral convention in so far as those provisions have been accepted by both Contracting Parties.

Article 21
Settlement of Disputes

(1) In case of dispute arising from the interpretation or application of this Agreement, the aeronautical authorities of the Contracting Parties shall in the first place endeavor to settle it by negotiation.

(2) If the aeronautical authorities fail to reach an agreement, the dispute shall be settled by negotiations between the Contracting Parties.

(3) If the Contracting Parties fail to reach a settlement of the dispute by negotiation, it may be referred by them to such person or body as they may agree on, for an advisory opinion or a binding decision as the Contracting Parties may agree, or, at the request of either Contracting Party, shall be submitted for decision to a tribunal of three arbitrators.

(4) Such arbitral tribunal shall be constituted as follows: each Contracting Party shall appoint one member, and these two members shall agree upon and appoint a national of a third State as their chairman. Such members shall be appointed within two months, and such chairman within three months of the date on which either Contracting Party has informed the other Contracting Party of its intention to submit the dispute to an arbitral tribunal.

(5) If the periods specified in paragraph (4) above have not been observed, either Contracting Party may, in the absence of any other relevant arrangement, invite the President of the Council of the International Civil Aviation Organization (ICAO) to make the necessary appointments. If the President is a national of either Contracting Party or if he is otherwise prevented from discharging this function, the Vice-president deputizing for him should make the necessary appointments.

(6) The arbitral tribunal shall reach its decisions by a majority of votes. Such decisions shall be binding on the Contracting Parties. Each Contracting Party shall bear the cost of its own member as well as of its representation in the arbitral proceedings; the cost of the chairman and any other costs shall be borne in equal parts by the Contracting Parties. In all other respects the arbitral tribunal shall determine its own procedure.

Article 22
Registration

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

**Article 23
Termination**

- (1) This Agreement shall be valid for indefinite period of time.
- (2) Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case this Agreement shall terminate twelve (12) months after the date of the delivery of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement between the Contracting Parties before the expiry of this period. In absence of acknowledgement of delivery by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the delivery of the notice to the International Civil Aviation Organization.

**Article 24
Entry into force**

- (1) Each Contracting Party shall notify the other Contracting Party by diplomatic note that the formalities legally required in their respective country for approval of this Agreement have been complied with. This Agreement shall enter into force on the date of delivery of the latter of these two notifications.
- (2) This Agreement shall be applied provisionally from the date of its signature.

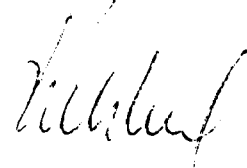
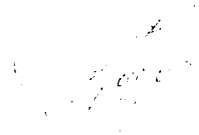
Done in Chisinau this 24 day of February 2004

in two originals in the Moldovan, Czech and English languages, all texts being equally authentic.

In case of dispute, the English text shall prevail.

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

**For the Government of
the Czech Republic**



ANNEX

Section I

Routes to be operated by the designated airline(s) of the Republic of Moldova:

Points of origin	Intermediate points	Points of destination	Beyond points
any points in the Republic of Moldova	any points	any points in the Czech Republic	any points

Section II

Routes to be operated by the designated airline(s) of the Czech Republic:

Points of origin	Intermediate points	Points of destination	Beyond points
any points in the Czech Republic	any points	any points in the Republic of Moldova	any points

Notes:

1. The routes may be operated in either direction.
2. The designated airline(s) may on any or all flights omit stops at any of the above-mentioned points, provided that the agreed services on these routes begin at the point in the territory of the Contracting Party designating the airline.
3. Exercise of 5th freedom traffic rights by the designated airline(s) of one Contracting Party between intermediate points or points beyond and the territory of the other Contracting Party shall be subject to an agreement between the aeronautical authorities of the two Contracting Parties.

In such a case, carriage of passengers and/or cargo, including mail, both taken on board and discharged at points on the specified routes 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 Contracting Party which has designated the airline;
- (b) traffic requirements of the area through which the agreed service passes, after taking account of other transport services established by airlines of the states comprising the area; and
- (c) the requirements of through airline operation.

4. A designated airline of either Contracting Party may, subject to the following conditions, enter into code-share arrangements whether as the operating airline (i.e. to carry partner airline(s)'s code on its own services) or marketing airline (i.e. to put its code on partner airline(s)'s services) in respect of passenger air services with:

(a) a designated airline(s) of the same Contracting Party;

(b) a designated airline(s) of the other Contracting Party; and

(c) an airline or airlines of a third Party or Parties, provided that such a third Party authorizes or allows comparable arrangements between the airlines of the other Contracting Party and other airlines on services to, from and via such third country.

5. All operating airlines involved in the code-share arrangements should hold the underlying traffic rights on the route or segment concerned.

6. All marketing airlines involved in the code-share arrangements may hold out and market third and fourth freedom services on the route or segment concerned. They should hold the underlying route rights on the route or segment concerned.

7. No fifth freedom or stopover rights may be exercised by the marketing carrier on code-shared flights.

8. Nothing in these code-share arrangements will provide the designated airline(s) of either Contracting Party with any additional own-operated aircraft rights, apart from the ability to enter into code-share arrangements as stipulated above.

9. Each airline participating in code-sharing operations should ensure that at the point of sale of a passenger ticket for a service to be operated under the above code-share arrangements, the passenger is notified, in respect of each journey or each segment of journey, as to which airline is the actual operating airline. Furthermore, each participating airline should instruct its agents to comply with this notification requirement. The designated airline(s) of both sides should ensure that a third Party airline(s) participating in code-share arrangement would also comply with the above requirement.

10. (a) Applications in accordance with the above code-share arrangements should be submitted by the designated airline(s) participating in the code-share arrangements to the Aeronautical Authorities of both Contracting Parties for approval at least forty five (45) days in advance, unless the requirement for approval is waived in advance by the Aeronautical Authorities concerned. In case it is foreseen that a decision cannot be made within forty five (45) days, the Aeronautical Authorities concerned should make an interim reply to the concerned designated airline(s). The code-sharing operation shall not be given the priority in comparison with the direct flights operated by other designated airline on the same route.

(b) The designated airline(s) participating in the code-share arrangements shall file with the aeronautical authorities of both Contracting Parties schedules and timetables in accordance with the provisions of the Article 15 of the Agreement.

11. Where an application for code-sharing operation involves a third party airline, either Contracting Party may, as a condition precedent to giving the normal regulatory approval, obtain an understanding with that third party that the latter would authorize or allow comparable code-share arrangements between the airlines of the Party seeking such understanding and other airlines on services to, from and via the third country concerned.