

Na podlagi druge alineje prvega odstavka 107. člena in prvega odstavka 91. člena Ustave Republike Slovenije izdajam

U K A Z

O RAZGLASITVI ZAKONA O RATIFIKACIJI SPORAZUMA O ZRAČNEM PROMETU MED KANADO TER EVROPSKO SKUPNOSTJO IN NJENIMI DRŽAVAMI ČLANICAMI (MCAESZP)

Razlašam Zakon o ratifikaciji Sporazuma o zračnem prometu med Kanado ter Evropsko skupnostjo in njenimi državami članicami (MCAESZP), ki ga je sprejel Državni zbor Republike Slovenije na seji 19. oktobra 2011.

Št. 003-02-9/2011-29

Ljubljana, dne 27. oktobra 2011

dr. Danilo Türk l.r. Predsednik Republike Slovenije

Z A K O N

O RATIFIKACIJI SPORAZUMA O ZRAČNEM PROMETU MED KANADO TER EVROPSKO SKUPNOSTJO IN NJENIMI DRŽAVAMI ČLANICAMI (MCAESZP)

1. člen

Ratificira se Sporazum o zračnem prometu med Kanado ter Evropsko skupnostjo in njenimi državami članicami, sestavljen v Bruslju 17. decembra 2009.

2. člen

Besedilo sporazuma se v izvirniku v slovenskem in angleškem jeziku glasi:(1)

S P O R A Z U M

O ZRAČNEM PROMETU MED KANADO TER EVROPSKO SKUPNOSTJO IN NJENIMI DRŽAVAMI ČLANICAMI

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SPORAZUM O ZRAČNEM PROMETU

KANADA

na eni strani

ter

REPUBLIKA AVSTRIJA,
KRALJEVINA BELGIJA,
REPUBLIKA BOLGARIJA,
REPUBLIKA CIPER,
ČEŠKA REPUBLIKA,
KRALJEVINA DANSKA,
REPUBLIKA ESTONIJA,
REPUBLIKA FINSKA,
FRANCOSKA REPUBLIKA,
ZVEZNA REPUBLIKA NEMČIJA,
HELENSKA REPUBLIKA,
REPUBLIKA MADŽARSKA,
IRSKA,
ITALIJANSKA REPUBLIKA,
REPUBLIKA LATVIJA,
REPUBLIKA LITVA,
VELIKO VOJVODSTVO LUKSEMBURG,
MALTA,
KRALJEVINA NIZOZEMSKA,
REPUBLIKA POLJSKA,
PORTUGALSKA REPUBLIKA,
ROMUNIJA,
SLOVAŠKA REPUBLIKA,
REPUBLIKA SLOVENIJA,
KRALJEVINA ŠPANIJA,
KRALJEVINA ŠVEDSKA,
ZDRUŽENO KRALJESTVO VELIKA BRITANIJA IN SEVERNA IRSKA,

kot pogodbenicami Pogodbe o ustanovitvi Evropske skupnosti in državami članicami
Evropske unije (v nadaljnjem besedilu »države članice«),

in EVROPSKA SKUPNOST

na drugi strani;

Kanada in države članice, pogodbenice Konvencije o mednarodnem civilnem letalstvu, ki je bila na voljo za podpis v Čikagu 7. decembra 1944, skupaj z Evropsko skupnostjo, SO SE –

V ŽELJI, da bi spodbujale letalski sistem na podlagi konkurence med letalskimi prevozniki na trgu s čim manjšim vplivom držav in njihovih predpisov;

V ŽELJI, da bi spodbujale svoje interese glede zračnega prevoza;

OB PRIZNAVANJU, da je učinkovit zračni prevoz pomemben za spodbujanje trgovine, turizma in naložb;

V ŽELJI, da bi se letalski prevoz okreпил;

V ŽELJI, da bi se zagotovila najvišja stopnja varnosti in varovanja v zračnem prevozu;

Z ODLOČENOSTJO, da se dosežejo morebitne koristi regulativnega sodelovanja in v izvedljivem obsegu uskladitev predpisov in pristopov;

OB PRIZNAVANJU pomembnih morebitnih koristi, ki jih lahko omogočijo konkurenčni letalski prevoz in uspešne dejavnosti letalskega prevoza;

V ŽELJI, da se spodbudi konkurenčno okolje za letalske prevoze, in z upoštevanjem, da se lahko v primeru neobstoja enotnih konkurenčnih pogojev delovanja za letalske prevoznike morebitne koristi ne uresničijo;

V ŽELJI, da se letalskim prevoznikom omogoči poštena in enaka možnost za zagotavljanje letalskega prevoza v skladu s tem sporazumom;

V ŽELJI, da se povečajo koristi za potnike, špediterje, letalske prevoznike, letališča in njihove zaposlene ter druge, ki imajo od tega posredne koristi;

OB POTRDITVI pomena varstva okolja pri razvoju in izvajanju mednarodne letalske politike;

OB UPOŠTEVANJU pomena varstva potrošnikov in spodbujanja ustrezne ravni varstva potrošnikov, povezanega z letalskim prevozom;

OB UPOŠTEVANJU pomena kapitala za letalsko industrijo pri nadaljnjem razvoju letalskega prevoza;

V ŽELJI, da se sklene sporazum o zračnem prometu, ki dopolnjuje navedeno Konvencijo –

DOGOVORILE O NASLEDNJEM:

ČLEN 1

Poglavja in opredelitev pojmov

1. Poglavja, uporabljena v tem Sporazumu, se uporabljajo le kot napotilo.
2. Če ni drugače določeno, imajo izrazi v tem sporazumu naslednji pomen:

(a) »letalski organi« pomeni kateri koli organ ali osebo, ki jo pogodbenici pooblastita za opravljanje nalog, določenih v tem sporazumu;

(b) »letalski prevoz« pomeni ločen ali kombiniran redni letalski prevoz na progah, določenih v tem sporazumu, za prevoz potnikov in blaga, vključno s pošto;

(c) »Sporazum« pomeni ta sporazum, vse priložene priloge in vse spremembe Sporazuma ali katere koli priloge;

(d) »letalski prevoznik« pomeni letalskega prevoznika, ki je določen in pooblaščen v skladu s členom 3 tega sporazuma;

(e) »pogodbenica« pomeni Kanado ali države članice in Evropsko skupnost skupaj ali posamezno;

(f) »Konvencija« pomeni Konvencijo o mednarodnem civilnem letalstvu, ki je bila na voljo za podpis v Čikagu 7. decembra 1944, in vključuje vse priloge, sprejete v skladu s členom 90 navedene Konvencije, in vse spremembe prilog ali Konvencije v skladu s členoma 90 in 94 Konvencije, če so navedene priloge in spremembe sprejele Kanada in države članice; in

(g) »ozemlje« za Kanado pomeni njena kopenska območja (celino in otoke), notranje vode in teritorialno morje, kot je določeno z domačo zakonodajo, pri čemer vključuje zračni prostor nad temi območji, in za države članice Evropske skupnosti kopenska območja (celino in otoke), notranje vode in teritorialno morje, za katerega se uporablja Pogodba o ustanovitvi Evropske skupnosti, pod pogoji, določenimi v navedeni pogodbi in vsakem poznejšem instrumentu, pri čemer vključuje zračni prostor nad temi območji; uporaba tega sporazuma za gibraltarsko letališče ne posega v pravni položaj Kraljevine Španije in Združenega kraljestva glede spora o suverenosti nad ozemljem, na katerem je letališče, in ne posega na nadaljnje začasno izvzetje gibraltarskega letališča iz ukrepov Evropske skupnosti na področju letalstva, ki veljajo od 18. septembra 2006 med državami članicami v skladu z Ministrsko izjavo o gibraltarskem letališču, dogovorjeno v Kordovi septembra 2006.

ČLEN 2

Podelitev pravic

1. Vsaka pogodbenica podeli drugi pogodbenici naslednje pravice za opravljanje zračnega prevoza letalskih prevoznikov druge pogodbenice:

(a) pravico preleta njenega ozemlja brez pristanka;

(b) pravico do pristanka na njenem ozemlju v nekomercialne namene;

(c) v obsegu, ki je dovoljen s tem sporazumom, pravico do pristanka na njenem ozemlju na progah, določenih v tem sporazumu, za ločeno ali kombinirano vkrcavanje in izkrcavanje prometa, tj. potnikov in tovora, vključno s pošto; in

(d) pravice, ki so drugače določene v tem sporazumu.

2. Poleg tega vsaka pogodbenica podeli drugi pogodbenici pravice iz odstavkov 1(a) in (b) tega člena za letalske prevoznike druge pogodbenice, ki niso letalski prevozniki iz člena 3 (Določitev, pooblastilo in preklic) tega sporazuma.

ČLEN 3

Določitev, pooblastilo in preklit

1. Pogodbenice kot določitev v skladu s tem sporazumom priznavajo licence ali druge oblike pooblastila, ki jih izda druga pogodbenica za opravljanje letalskega prevoza v skladu s tem sporazumom. Na zahtevo letalskih organov ene pogodbenice letalski organi druge pogodbenice, ki so izdali licenco ali drugo obliko pooblastila, preverijo status takih licenc ali pooblastil.
2. Po prejemu vlog določenega letalskega prevoznika ene pogodbenice v predpisani obliki in na predpisan način druga pogodbenica v skladu s svojimi zakoni in predpisi in po najkrajšem postopku izda zahtevana pooblastila in dovoljenja navedenemu letalskemu prevozniku za opravljanje letalskih prevozov, če:
 - (a) tak letalski prevoznik izpolnjuje pogoje v skladu z zakoni in predpisi, ki jih letalski organi pogodbenice, ki izda pooblastila in dovoljenja, običajno uporabljajo;
 - (b) tak letalski prevoznik izpolnjuje zakone in predpise pogodbenice, ki izda pooblastila in dovoljenja;
 - (c) v skladu s Prilogo 2 imajo v primeru letalskega prevoznika Kanade dejanski nadzor nad letalskim prevoznikom državljani ene ali druge pogodbenice, letalski prevoznik ima licenco kanadskega letalskega prevoznika ter ima glavno poslovno enoto v Kanadi; v primeru letalskega prevoznika države članice imajo dejanski nadzor nad letalskim prevoznikom državljani ene ali druge pogodbenice, Islandije, Lihtenštajna, Norveške ali Švice, letalski prevoznik ima licenco letalskega prevoznika Skupnosti in glavno poslovno enoto v državi članici; in
 - (d) letalski prevoznik posluje v skladu s pogoji, določenimi v tem sporazumu.
3. Pogodbenica lahko odreče pooblastila ali dovoljenja iz odstavka 2 tega člena ter pooblastila ali dovoljenja za opravljanje prevoza odvzame, začasno prekliče, določi pogoje zanje ali jih omeji ali kako drugače začasno prekliče ali omeji operacije letalskega prevoznika ali letalskih prevoznikov druge pogodbenice, če navedeni letalski prevoznik ne izpolnjuje določb odstavka 2 ali če pogodbenica ugotovi, da pogoji na ozemlju druge pogodbenice niso v skladu s poštenim in konkurenčnim okoljem ter povzročajo znatne negativne posledice ali škodo njenemu letalskemu prevozniku ali njenim letalskim prevoznikom v skladu z odstavkom 5 člena 14 (Konkurenčno okolje).
4. Pravice, navedene v odstavku 3 tega člena, se uveljavijo šele po posvetovanjih v skupnem odboru, razen če je nujno takojšnje ukrepanje, da se prepreči kršitev zakonov in predpisov iz odstavka 2, ali če je treba ukrepati zaradi varnosti in varovanja v skladu z določbami člena 6 (Varnost v civilnem letalstvu) in člena 7 (Varovanje v civilnem letalstvu).

ČLEN 4

Naložbe

Vsaka pogodbenica državljanom Kanade ali države članice ali držav članic v skladu s pogoji iz Priloge 2 k temu sporazumu dovoljuje popolno lastništvo nad svojimi letalskimi prevozniki.

ČLEN 5

Uporaba zakonov

Vsaka pogodbenica zahteva skladnost s:

(a) svojimi zakoni, predpisi in postopki v zvezi s prihodom zrakoplova v mednarodnem zračnem prometu na njeno ozemlje, zadrževanjem na njem ali odhodom z njega ali upravljanjem in plovbo tega zrakoplova pri prihodu na navedeno ozemlje, odhodu z njega in zadrževanjem na njem s strani letalskih prevoznikov; in

(b) svojimi zakoni in predpisi v zvezi s prihodom potnikov, članov posadke in tovora, vključno s pošto (kot so predpisi v zvezi z vstopom, mejno kontrolo, tranzitom, varovanjem v civilnem letalstvu, priseljevanjem, potnimi listinami, carino in karanteno) na njeno ozemlje, zadrževanjem na njem ali odhodom z njega s strani letalskih prevoznikov in takih potnikov, članov posadke in tovora, vključno s pošto, pri tranzitu prek navedenega ozemlja, prihodu nanj, odhodu z njega ali zadrževanju na njem. Pri uporabi takih zakonov in predpisov vsaka pogodbenica v podobnih okoliščinah letalskim prevoznikom zagotavlja obravnavanje, ki ni manj ugodno od obravnavanja, ki ga zagotavlja svojemu letalskemu prevozniku ali kateremu koli drugemu letalskemu prevozniku pri podobnem mednarodnem letalskem prevozu.

ČLEN 6

Varnost v civilnem letalstvu

1. Pogodbenice potrjujejo pomen tesnega sodelovanja na področju varnosti v civilnem letalstvu. V zvezi s tem pogodbenice dodatno sodelujejo, vključno v zvezi z letalskimi operacijami, da omogočijo zlasti izmenjavo informacij, ki lahko vplivajo na varnost mednarodne zračne plovbe, sodelovanje v medsebojnih dejavnostih nadzora ali pri izvajanju skupnih dejavnosti nadzora na področju varnosti v civilnem letalstvu in razvoj skupnih projektov in pobud, vključno s tretjimi državami. To sodelovanje se oblikuje v okviru Sporazuma o varnosti v civilnem letalstvu med Kanado in Evropsko skupnostjo, podpisanega v Pragi, dne 6. maja 2009, v zvezi z zadevami, ki jih obravnava navedeni sporazum.
2. Spričevala o plovnosti, spričevala o usposobljenosti in licence, ki jih je izdala ali potrdila ena pogodbenica prek svojih letalskih organov v skladu z ustreznimi določbami Sporazuma o varnosti v civilnem letalstvu med Kanado in Evropsko skupnostjo, če takšne prizna druga pogodbenica in njeni letalski organi kot veljavne za namene opravljanja letalskih prevozov, če so takšna spričevala ali licence bili izdani ali potrjeni najmanj na podlagi standardov, določenih po Konvenciji, in v skladu z njimi.
3. Če privilegiji ali pogoji licenc ali spričeval iz odstavka 2, ki jih izdajo letalski organi ene pogodbenice kateri koli osebi ali letalskemu prevozniku ali v zvezi z zrakoplovom, s katerim se opravlja letalski prevoz, omogočajo razliko, ki je nižja od minimalnih standardov, določenih v skladu s Konvencijo, pri čemer je ta razlika sporočena Mednarodni organizaciji civilnega letalstva, ali če ti organi uporabijo standard ali standarde, ki so višji od standardov, določenih v skladu s Konvencijo, ali se od njih razlikujejo, lahko druga pogodbenica zahteva posvetovanja med pogodbenicami v okviru Skupnega odbora, da se zadevna praksa pojasni. Dokler se s posvetovanji ne doseže soglasje in v smislu režima vzajemnega priznavanja spričeval in licenc, pogodbenice še naprej priznavajo spričevala in licence, ki so jih potrdili letalski organi druge pogodbenice. Kadar Sporazum o varnosti v civilnem letalstvu med Kanado in Evropsko skupnostjo, podpisan v Pragi, dne 6. maja 2009, vsebuje določbe, ki urejajo vzajemno priznavanje spričeval in licenc, vse pogodbenice uporabljajo te določbe.

4. V skladu z veljavnimi zakoni in v okviru Sporazuma o varnosti v civilnem letalstvu med Kanado in Evropsko skupnostjo, podpisanega v Pragi, dne 6. maja 2009, se v zvezi z zadevami, za katere velja navedeni sporazum, pogodbenice zavežejo, da bodo zagotovile vzajemno priznavanje spričeval in licenc.
5. Pogodbenica ali njeni pristojni letalski organi lahko kadar koli zahtevajo posvetovanja z drugo pogodbenico ali njenimi pristojnimi letalskimi organi glede varnostnih standardov in zahtev, ki jih ohranjajo ter uporabljajo zadevni letalski organi. Če po posvetovanjih pogodbenica ali njeni pristojni letalski organi, ki ta posvetovanja zahtevajo, ugotovijo, da druga pogodbenica ali njeni pristojni letalski organi ne ohranjajo in uporabljajo učinkovito varnostnih standardov in zahtev na teh področjih, ki so, če ni odločeno drugače, vsaj enaki minimalnim standardom, določenim v skladu s Konvencijo, se drugo pogodbenico ali njene pristojne letalske organe obvesti o takih ugotovitvah in ukrepih, potrebnih za izpolnjevanje teh minimalnih standardov. Če druga pogodbenica ali njeni pristojni letalski organi v petnajstih (15) dneh ali drugem določenem roku ne sprejmejo ustreznih korektivnih ukrepov, je to razlog, da lahko pogodbenica ali njeni pristojni letalski organi, ki so zahtevali posvetovanja, odvzamejo, začasno prekličejo ali omejijo dovoljenja za opravljanje prevoza ali tehnična dovoljenja ali drugače začasno prekličejo ali omejijo operacije letalskega prevoznika, za katerega varnostni nadzor je odgovorna druga pogodbenica ali njeni pristojni letalski organi.
6. Pogodbenice se strinjajo, da lahko za vse zrakoplove, ki jih upravlja letalski prevoznik ene pogodbenice ali so upravljani v njegovem imenu, medtem ko so na ozemlju druge pogodbenice, letalski organi druge pogodbenice izvedejo pregled na ploščadi, da se preveri veljavnost zadevnih dokumentov zrakoplova in članov posadke zrakoplova ter vidno stanje zrakoplova in njegove opreme, če takšen pregled ne povzroči neupravičene zamude pri upravljanju zrakoplova.
7. Če letalski organi ene pogodbenice po preverjanju na ploščadi ugotovijo, da zrakoplov ali upravljanje zrakoplova ni v skladu s takrat veljavnimi minimalnimi standardi, določenimi v skladu s Konvencijo, ali da nista zagotovljena učinkovito ohranjanje in uporaba takrat veljavnih varnostnih standardov, določenih v skladu s Konvencijo, letalski organi te pogodbenice sporočijo letalskim organom druge pogodbenice, ki so odgovorni za varnostni nadzor letalskega prevoznika, ki upravlja z zrakoplovom, te ugotovitve in ukrepe, ki so potrebni za zagotovitev skladnosti s temi minimalnimi standardi. Če se v petnajstih (15) dneh ne sprejmejo ustrezni korektivni ukrepi, je to razlog za odvzem, začasen preklic ali omejitev dovoljenj za opravljanje prevoza ali tehničnih dovoljenj ali drugačen začasen preklic ali omejitev operacij letalskega prevoznika, ki upravlja zrakoplov. Enako se lahko določi v primeru zavrnitve dostopa za preverjanje na ploščadi.
8. Vsaka pogodbenica ima preko svojih pristojnih letalskih organov pravico do takojšnjega ukrepanja, vključno s pravico do odvzema, začasnega preklica ali omejitve dovoljenj za opravljanje prevoza ali tehničnih dovoljenj ali drugačnega začasnega preklica ali omejitve operacij letalskega prevoznika druge pogodbenice, če ugotovi, da je to potrebno zaradi neposredne nevarnosti za varnost v letalstvu. Kadar je to izvedljivo, si pogodbenica pred sprejetjem takih ukrepov prizadeva za posvetovanje z drugo pogodbenico.
9. Vsak ukrep pogodbenice ali njenih pristojnih letalskih organov v skladu z odstavkom 5, 7 ali 8 tega člena se preneha izvajati, ko ni več podlage za izvajanje takega ukrepa.

ČLEN 7

Varovanje v civilnem letalstvu

1. V skladu s pravicami in obveznostmi po mednarodnem pravu pogodbenice potrjujejo, da je njihova vzajemna obveznost varovanja civilnega letalstva pred dejanji nezakonitega vmešavanja sestavni del tega sporazuma.
2. Brez omejevanja svojih splošnih pravic in obveznosti po mednarodnem pravu pogodbenice ravnajo zlasti v skladu z določbami Konvencije o kaznivih dejanjih in nekaterih drugih dejanjih, storjenih na letalih, podpisane v Tokiju, dne 14. septembra 1963, Konvencije o zatiranju nezakonite ugrabitve zrakoplovov, podpisane v Haagu, dne 16. decembra 1970, Konvencije o zatiranju nezakonitih dejanj zoper varnost civilnega letalstva, podpisane v Montrealu, dne 23. septembra 1971, Protokola o zatiranju nezakonitih nasilnih dejanj na letališčih za mednarodno civilno zrakoplovstvo, podpisanega v Montrealu, dne 24. februarja 1988, in Konvencije o označevanju plastičnih razstreliv zaradi njihovega odkrivanja, podpisane v Montrealu, dne 1. marca 1991 ter vsemi drugimi večstranskimi sporazumi, ki urejajo varovanje v civilnem letalstvu in zavezujejo pogodbenice.
3. Pogodbenice si na zahtevo vzajemno zagotovijo vso potrebno pomoč, da bi preprečili nezakonite ugrabitve civilnih zrakoplovov in druga nezakonita dejanja zoper varnost takih zrakoplovov, njihovih potnikov in članov posadke, letališč, letalskih navigacijskih naprav ter vsako drugo ogrožanje varnosti civilnega letalstva.
4. Pogodbenice ravnajo v skladu s predpisi o varovanju v civilnem letalstvu, ki jih je določila Mednarodna organizacija civilnega letalstva in so opredeljeni kot priloge h Konvenciji o mednarodnem civilnem letalstvu, kolikor ti predpisi zadevajo pogodbenice.

Pogodbenice od operatorjev zrakoplovov, ki so vpisani v njihove registre ali imajo svojo glavno poslovno enoto ali stalni sedež na njihovem ozemlju, ter od upravljavcev letališč na njihovih ozemljih zahtevajo, da delujejo v skladu s takimi predpisi o varovanju v civilnem letalstvu. V skladu s tem vsaka pogodbenica na zahtevo drugo pogodbenico uradno obvesti o vseh razlikah med njenimi predpisi in praksami ter standardi varovanja v civilnem letalstvu iz prilog, navedenih v tem odstavku, kadar te razlike presegajo ali dopolnjujejo take standarde in so pomembne za upravljavce iz druge pogodbenice. Vsaka pogodbenica lahko kadar koli zahteva posvetovanja z drugo pogodbenico za razpravo o takih razlikah, pri čemer je treba posvetovanja izvesti brez neupravičene zamude.

5. Ob polnem upoštevanju in vzajemnem spoštovanju suverenosti držav se pogodbenice strinjajo, da se lahko od operatorjev zrakoplovov iz odstavka 4 tega člena zahteva upoštevanje predpisov o varovanju v civilnem letalstvu iz navedenega odstavka, kot to zahteva druga pogodbenica za vstop na ozemlje zadevne druge pogodbenice, odhod z njega ali zadrževanje na njem. Pogodbenice zagotavljajo, da se bodo na njihovih ozemljih učinkovito izvajali ustrezni ukrepi za varovanje zrakoplovov in da bodo izvajale varnostne preglede potnikov, članov posadk ter prtljage, ročne prtljage, tovora, pošte in zalog na zrakoplovu pred vkrcanjem ali natovarjanjem.
6. Pogodbenice se strinjajo, da si bodo prizadevale za doseg vzajemnega priznavanja varnostnih standardov in da bodo tesno sodelovale na področju vzajemnih ukrepov kontrole kakovosti. Poleg tega se pogodbenice strinjajo, da bodo, kadar je to primerno in na podlagi odločitev, ki jih sprejmejo pogodbenice ločeno, oblikovale osnovne pogoje za izvajanje enkratnega varnostnega pregleda za lete med ozemlji pogodbenic, kar pomeni izvzetje iz ponovnega pregleda transfernih potnikov, transferne prtljage in/ali transfernega tovora. Zato vzpostavijo upravne ureditve, ki omogočajo posvetovanja o obstoječih ali načrtovanih ukrepih za varovanje v civilnem letalstvu ter sodelovanje in izmenjavo informacij o ukrepih kontrole kakovosti, ki jih izvajajo pogodbenice. Pogodbenice se posvetujejo o načrtovanih varnostnih ukrepih, ki so pomembni za upravljavce na ozemlju druge pogodbenice v zvezi s takimi upravnimi ureditvami.

7. Vsaka pogodbenica, če je to izvedljivo, upošteva vse zahteve druge pogodbenice v zvezi z uvedbo primernih posebnih varnostnih ukrepov zaradi posamezne grožnje v zvezi z določenim letom ali več leti.
8. Pogodbenice se strinjajo, da bodo sodelovale pri varnostnih pregledih, ki jih izvajajo na katerem koli ozemlju, z vzpostavitvijo mehanizmov, vključno z upravnimi ureditvami, in sicer za vzajemno izmenjavo informacij o rezultatih takih varnostnih pregledov. Pogodbenice se strinjajo, da bodo pozitivno obravnavale zahteve za sodelovanje kot opazovalke pri varnostnih pregledih, ki jih izvaja druga pogodbenica.
9. Ob nezakoniti ugrabitvi ali grožnji z ugrabitvijo civilnega zrakoplova ali drugih nezakonitih dejanjih proti varnosti takega zrakoplova, njegovih potnikov in članov posadke, letališč ali letalskih navigacijskih naprav si pogodbenice vzajemno pomagajo tako, da olajšajo komunikacijo in sprejmejo druge ustrezne ukrepe za hitro in varno odpravo takega dogodka ali grožnje.
10. Kadar pogodbenica upravičeno domneva, da druga pogodbenica ne ravna v skladu z določbami iz tega člena, lahko ta pogodbenica prek svojih pristojnih organov zahteva posvetovanja. Taka posvetovanja se začnejo petnajst (15) dni po prejemu take zahteve. Če se zadovoljiv sporazum ne sprejme v petnajstih (15) dneh po začetku posvetovanj, je to razlog za pogodbenico, ki je zahtevala posvetovanja, da odreče, odvzame, začasno prekliče ali določi primerne pogoje za pooblastila letalskih prevoznikov druge pogodbenice. Kadar je nujno potrebno ali da se prepreči nadaljnja neskladnost z določbami iz tega člena, lahko pogodbenica, ki meni, da druga pogodbenica ne ravna v skladu z določbami iz tega člena, kadar koli sprejme ustrezne začasne ukrepe.
11. Brez poseganja v potrebo po takojšnjem ukrepanju za varovanje prevoza pogodbenice potrjujejo, da bo pri obravnavanju varnostnih ukrepov vsaka pogodbenica ovrednotila morebitne škodljive gospodarske in operativne učinke na opravljanje letalskega prevoza v skladu s tem sporazumom in bo v tolikšnem obsegu, kot ga dovoljuje zakonodaja, pri določanju, kateri ukrepi so potrebni in ustrezni za reševanje navedenih varnostnih zadev, take dejavnike upoštevala.

ČLEN 8

Carinske dajatve, takse in pristojbine

1. Vsaka pogodbenica v največji možni meri v skladu s svojimi nacionalnimi zakoni in drugimi predpisi ter na podlagi vzajemnosti oprosti letalske prevoznike druge pogodbenice v zvezi z zrakoplovi v mednarodnem zračnem prometu, njihovo običajno opremo, gorivom, mazivi, potrošno tehnično zalogo, opremo na letališču, nadomestnimi deli (vključno z motorji), drugimi zalogami na zrakoplovu (ki vključujejo, vendar niso omejene na hrano, pijačo, alkohol, tobak in druge izdelke, namenjene za prodajo ali uporabo potnikov v omejenih količinah med letom) ter drugimi stvarmi, ki so namenjene za upravljanje ali servisiranje zrakoplova v mednarodnem zračnem prometu ali se uporabljajo izključno v zvezi s tem, vseh uvoznih omejitev, davkov na premoženje in dajatev na kapital, carinskih dajatev, trošarin in podobnih taks in pristojbin, ki jih določajo pogodbenice in ne temeljijo na stroških opravljenih storitev.
2. Prav tako vsaka pogodbenica v največji možni meri v skladu z nacionalnimi zakoni in drugimi predpisi ter na podlagi vzajemnosti oprosti davkov, davščin, dajatev, taks in pristojbin iz prvega odstavka tega člena, razen plačila stroškov za opravljene storitve:

(a) zaloge na zrakoplovu, vnesene na ozemlje ali dobavljene na ozemlju ene pogodbenice in natovorjene v razumnih količinah, namenjene za uporabo na zrakoplovu letalskega prevoznika druge pogodbenice, ki opravlja mednarodni zračni prevoz, tudi če se te zaloge uporabljajo na delu poti čez zadevno ozemlje pogodbenice;

(b) opremo na letališču in nadomestne dele (vključno z motorji), ki so vneseni na ozemlje pogodbenice za servisiranje, vzdrževanje ali popravilo zrakoplova letalskega prevoznika druge pogodbenice, ki se uporablja v mednarodnem zračnem prometu, in tudi računalniško opremo ter sestavne dele za ravnanje s potniki ali tovorom ali varnostne preglede;

(c) gorivo, mazivo in potrošne tehnične zaloge, vnesene na ozemlje ali dobavljene na ozemlju ene pogodbenice, namenjene za uporabo na zrakoplovu letalskega prevoznika druge pogodbenice, ki opravlja mednarodni zračni prevoz, tudi če se te zaloge uporabljajo na delu poti čez zadevno ozemlje; ter

(d) tiskovine, vključno z letalskimi vozovnicami, ovitki za vozovnice, letalskimi tovornimi listinami in drugim s tem povezanim oglaševalskim gradivom, ki ga letalski prevoznik razdeli brezplačno.

3. Običajna oprema na letalu ter tudi material in zaloge, ki so običajno na zrakoplovu, ki ga uporablja letalski prevoznik ene pogodbenice, se lahko raztovorijo na ozemlju druge pogodbenice le, če to odobrijo carinski organi na zadevnem ozemlju. V tem primeru je lahko za to opremo potreben nadzor zadevnih organov, dokler se ta oprema ne ponovno izvozi ali drugače odstrani v skladu s carinskimi predpisi.
4. Izjeme iz tega člena so mogoče tudi, kadar imajo letalski prevozniki ene pogodbenice pogodbe z drugim letalskim prevoznikom, ki je prav tako upravičen do takih izjem druge pogodbenice, za posojilo ali prenos predmetov iz odstavkov 1 in 2 tega člena na ozemlje druge pogodbenice.
5. Ta sporazum ne spreminja določb zadevnih konvencij, ki veljajo med državo članico in Kanado ter preprečujejo dvojno obdavčevanje dohodkov in kapitala.

ČLEN 9

Statistika

1. Vsaka pogodbenica zagotovi drugi pogodbenici statistiko, ki je potrebna v skladu z domačimi zakoni in predpisi, ter na zahtevo tudi druge razpoložljive statistične podatke, ki so upravičeno potrebni za pregledovanje opravljanja letalskega prevoza.
2. Pogodbenice sodelujejo v okviru skupnega odbora, da se omogoči izmenjava statističnih podatkov med njimi za spremljanje razvoja letalskega prevoza.

ČLEN 10

Interesi potrošnikov

1. Vsaka pogodbenica priznava pomen varovanja interesov potrošnikov in lahko sprejme ali od letalskih prevoznikov zahteva, da na nediskriminatorni podlagi sprejmejo primerne in sorazmerne ukrepe v zvezi z naslednjimi zadevami, ki vključujejo, vendar niso omejeni na:

(a) zahteve za varovanje sredstev, ki se vnaprej plačajo letalskim prevoznikom;

- (b) pobude za odškodnine v primeru zavrnitve vkrcanja;
 - (c) povračilo stroškov potnikom;
 - (d) javno razkritje identitete letalskega prevoznika, ki dejansko upravlja zrakoplov;
 - (e) finančno sposobnost lastnih letalskih prevoznikov;
 - (f) zavarovanje odgovornosti za poškodbe potnikov; ter
 - (g) določanje ukrepov za dostopnost.
2. Pogodbenice si prizadevajo za medsebojna posvetovanja v okviru skupnega odbora, in sicer o zadevah, ki so povezane z interesi potrošnikov, vključno s svojimi načrtovanimi ukrepi, da bi dosegle čim bolj skladne pristope.

ČLEN 11

Razpoložljivost letališč ter letališke infrastrukture in storitev

1. Vsaka pogodbenica zagotovi, da so letališča, letalske proge, kontrola zračnega prometa, navigacijske službe zračnega prometa, varovanje v civilnem letalstvu, zemeljska oskrba in druga s tem povezana infrastruktura in storitve, ki se zagotavljajo na njenem ozemlju, na voljo letalskim prevoznikom druge pogodbenice na nediskriminatorni podlagi v času, ko se uredi taka uporaba.
2. Pogodbenice v največji možni meri sprejmejo vse primerne ukrepe za zagotovitev učinkovitega dostopa do infrastrukture in storitev ob upoštevanju pravnih, operativnih in fizičnih omejitev in na podlagi poštene in enake možnosti ter preglednosti glede postopkov za pridobitev dostopa.
3. Pogodbenice zagotovijo, da se njihovi postopki, smernice in predpisi za upravljanje slotov, ki ustrezajo letališčem na njihovih ozemljih, izvajajo pregledno, učinkovito in na nediskriminatoren način.
4. Če ena pogodbenica meni, da druga pogodbenica krši ta člen, lahko zadevno pogodbenico uradno obvesti o svojih ugotovitvah in zahteva posvetovanja v skladu z odstavkom 4 člena 17 (Skupni odbor).

ČLEN 12

Pristojbine za letališča ter letališko infrastrukturo in storitve

1. Vsaka pogodbenica zagotovi, da so takse za uporabnike, ki jih lahko zaračunajo njeni pristojni organi ali telesa letalskim prevoznikom druge pogodbenice za uporabo navigacijskih služb zračnega prometa in storitev kontrole zračnega prometa pravične, primerne, vezane na stroške ter da niso nepravilno diskriminatorne. V vsakem primeru se take takse za uporabnike preučijo pri letalskih prevoznikih druge pogodbenice po pogojih, ki niso manj ugodni od najugodnejših pogojev, ki so na voljo kateremu koli drugemu letalskemu prevozniku.
2. Vsaka pogodbenica zagotovi, da so takse za uporabnike, ki jih lahko zaračunajo njeni pristojni organi ali telesa letalskim prevoznikom druge pogodbenice za uporabo letališča, varovanja v civilnem letalstvu ter s tem povezane infrastrukture in storitev pravične,

primerne, da niso nepravilno diskriminatorne ter da so pravično razdeljene med kategorijami uporabnikov. Te takse lahko izražajo, vendar ne smejo presežati celotnih stroškov pristojnih organov ali teles pri zagotavljanju ustreznega letališča, varnostnih naprav v civilnem letalstvu in storitev na zadevnem letališču ali znotraj sistema zadevnega letališča. Te takse lahko vključujejo primerno donosnost po amortizaciji. Infrastruktura in storitve, za katere so zaračunane takse za uporabnike, se zagotavljajo učinkovito in ekonomično. V vsakem primeru se te takse preučijo pri letalskih prevoznikih druge pogodbenice po pogojih, ki niso manj ugodni od najugodnejših pogojev, ki so na voljo kateremu koli drugemu letalskemu prevozniku v trenutku, ko se takse preučujejo.

3. Pogodbenice spodbujajo posvetovanja med pristojnimi organi ali telesi na njihovem ozemlju in letalskimi prevozniki ali njihovimi predstavnimi organi, ki uporabljajo storitve in infrastrukturo, ter spodbujajo pristojne organe ali telesa in letalske prevoznike ali njihove predstavnike, da izmenjujejo take informacije, kot je potrebno za omogočanje natančnega pregleda sprejemljivosti taks v skladu z načeli iz odstavkov 1 in 2 tega člena. Pogodbenice spodbujajo pristojne organe, da uporabnike dovolj zgodaj obvestijo o vsakih predlaganih spremembah taks za uporabnike, da lahko zadevni organi obravnavajo izražena stališča uporabnikov, preden se spremembe uveljavijo.

4. Nobena pogodbenica pri postopkih reševanja sporov iz člena 21 (Reševanje sporov) ne krši določbe tega člena, razen če:

(a) v razumnem roku ne pregleda takse ali prakse, zaradi katere se pritožuje druga pogodbenica; ali

(b) če po takem pregledu ne sprejme vseh ukrepov v svoji pristojnosti, da bi popravila takso ali prakso, ki ni v skladu s tem členom.

ČLEN 13

Poslovne priložnosti

1. Vsaka pogodbenica omogoča poštene in enake možnosti za letalske prevoznike druge pogodbenice pri zagotavljanju letalskega prevoza v skladu s tem sporazumom.

Zmogljivost

2. Vsaka pogodbenica omogoči vsakemu letalskemu prevozniku druge pogodbenice, da določi pogostost in zmogljivost letalskega prevoza, ki ga ponuja v skladu s tem sporazumom, na podlagi ekonomskih zahtev zadevnega letalskega prevoznika na trgu. Nobena pogodbenica enostransko ne omejuje obsega prometa, pogostosti ali rednosti storitev ali tipa zrakoplova ali zrakoplovov, ki jih uporabljajo letalski prevozniki druge pogodbenice, niti ne zahteva vložitve voznih redov, programov za čarterske lete ali operativnih načrtov letalskih prevoznikov druge pogodbenice, razen kot je potrebno zaradi tehničnih, operativnih ali okoljskih (lokalna kakovost zraka in hrup) razlogov pod enotnimi pogoji v skladu s členom 15 Konvencije.

Skupna oznaka

3. (a) Ob upoštevanju predpisov, ki jih vsaka pogodbenica običajno uporablja za take operacije, lahko vsak letalski prevoznik druge pogodbenice sklene dogovore o sodelovanju za namene:

(i) zagotavljanja svojega letalskega prevoza na določenih progah s prodajo prevoznih storitev pod svojo oznako na letih, ki jih opravlja kateri koli letalski prevoznik iz

Kanade ali držav članic in/ali katere koli tretje države ter/ali izvajalec površinskega (kopenskega ali pomorskega) prevoza iz katere koli države;

(ii) izvajanja prometa pod oznako katerega koli drugega letalskega prevoznika, kadar so letalski organi pogodbenice zadevnega prevoznika pooblastili za prodajo prevoznih storitev pod svojo oznako na letih, ki jih opravlja kateri koli letalski prevoznik pogodbenice.

(b) Pogodbenica lahko zahteva, da imajo vsi letalski prevozniki, vključeni v dogovore o skupni oznaki, ustrezno pooblastilo za zagotavljanje prevoza na progi.

(c) Pogodbenica ne odreče dovoljenja za storitve skupne oznake iz odstavka (3)(a) (i) tega člena, če letalski prevoznik, ki upravlja zrakoplov, nima pravice do izvajanja prometa pod oznakami drugih letalskih prevoznikov.

(d) Pogodbenice zahtevajo od vseh letalskih prevoznikov, ki so sklenili take dogovore o uporabi skupnih oznak, da zagotovijo polno obveščenost potnikov glede identitete upravljavca in načina prevoza za vsak del poti.

Zemeljska oskrba

4. Vsaka pogodbenica letalskim prevoznikom druge pogodbenice pri opravljanju prevoza na njenem ozemlju dovoli:

(a) da na podlagi vzajemnosti izvajajo lastno zemeljsko oskrbo na njenem ozemlju in da sami izberejo storitve zemeljske oskrbe, ki jih v celoti ali delno izvaja kateri koli zastopnik, ki ga pooblastijo njeni pristojni organi za izvajanje takih storitev; in

(b) da zagotavljajo storitve zemeljske oskrbe za druge letalske prevoznike, ki delujejo na istem letališču, kadar je to dovoljeno in v skladu z veljavnimi zakoni in drugimi predpisi.

5. Za uresničevanje pravic iz odstavkov 4(a) in (b) tega člena veljajo le fizične ali operativne omejitve, ki so posledica zlasti upoštevanja varovanja ali varnosti v letalstvu. Vsaka omejitev se uporabi enotno in po pogojih, ki niso manj ugodni od najugodnejših pogojev, ki so na voljo drugim letalskim prevoznikom katere koli države, ki je udeležena pri podobnem mednarodnem letalskem prevozu, ko se uvedejo te omejitve.

Predstavniki letalskih prevoznikov

6. Vsaka pogodbenica dovoli:

(a) da letalski prevozniki druge pogodbenice na podlagi vzajemnosti na njeno ozemlje pripeljejo in na njem ohranijo svoje predstavnike in poslovno vodstveno, prodajno, tehnično, operativno in drugo strokovno osebje, kot je to potrebno v zvezi z njihovimi storitvami;

(b) da se te zahteve glede osebja, o katerih odločajo letalski prevozniki druge pogodbenice, izpolnijo z osebjem druge pogodbenice ali z uporabo storitev katere koli druge organizacije, družbe ali letalskega prevoznika, ki deluje na njenem ozemlju in je pooblaščen za izvajanje takih storitev za druge letalske prevoznike; ter

(c) da letalski prevozniki druge pogodbenice ustanovijo urade na njenem ozemlju za promocijo in prodajo storitev zračnega prometa in s tem povezanih dejavnosti.

7. Pogodbenice od predstavnikov in osebja letalskih prevoznikov druge pogodbenice zahtevajo, da delujejo v skladu z njihovimi zakoni in drugimi predpisi. V skladu s takimi zakoni in drugimi predpisi:

(a) vsaka pogodbenica v najkrajšem možnem času odobri potrebna delovna dovoljenja, vizume za obiskovalce ali druge podobne dokumente predstavnikom in osebju iz odstavka 6 tega člena; in

(b) vsaka pogodbenica omogoči in pospeši odobritev vseh zahtev za delovna dovoljenja za osebe, ki izvaja nekatere začasne naloge, ki ne presegajo obdobja devetdesetih (90) dni.

Prodaja, lokalni izdatki in prenos sredstev

8. Vsaka pogodbenica letalskim prevoznikom druge pogodbenice dovoli:

(a) prodajo storitev zračnega prevoza na njenem ozemlju, ki jo izvaja sama ali po presoji letalskih prevoznikov z zastopniki, ter prodajo prevoznih storitev v lokalni valuti ali po presoji letalskih prevoznikov v prosto zamenljivih valutah drugih držav, pri čemer ima vsak posameznik pravico kupiti take prevozne storitve v valutah, ki jih ti letalski prevozniki sprejemajo;

(b) plačevanje lokalnih izdatkov na njenem ozemlju, vključno z nakupom goriva, v lokalni valuti ali po presoji letalskih prevoznikov v prosto zamenljivih valutah; in

(c) na zahtevo zamenjavo in prenos sredstev, pridobljenih z običajnim poslovanjem, v tujino. Taka zamenjava in prenos se omogočita brez omejitev ali zamud po tržnem menjalnem tečaju, ki velja ob vložitvi zahtevka za prenos, pri čemer se ne zaračuna taksa razen običajnih taks za opravljeno storitev, ki jih za take posle zaračunajo banke.

Intermodalni prevoz

9. Vsaka pogodbenica dovoli letalskim prevoznikom, ki opravljajo:

(a) potniški kombinirani prevoz, da v zvezi z letalskim prevozom uporabljajo kopenski ali pomorski površinski prevoz. Tak prevoz lahko letalski prevozniki zagotovijo z dogovori s površinskimi prevozniki ali površinski prevoz opravljajo sami;

(b) prevoz tovora, da brez omejitve v zvezi z letalskim prevozom uporabljajo kateri koli kopenski ali pomorski površinski prevoz tovora do ali od vseh krajev na ozemljih pogodbenic ali v tretjih državah, vključno s prevozom do ali od vseh letališč s carinskimi objekti ter, kjer je to ustrezno, prevoz tovora pod carinskim nadzorom po veljavnih zakonih in predpisih; imajo dostop do letaliških carinskih postopkov in objektov za tovor, ki se premika po površini ali zraku; ter da se odločijo, da sami opravljajo površinski prevoz tovora ob upoštevanju domačih zakonov in predpisov, ki urejajo takšen prevoz, ali ga zagotovijo z dogovori z drugimi površinskimi prevozniki, vključno s površinskim prevozom, ki ga opravljajo letalski prevozniki katere koli druge države; in

(c) intermodalni prevoz, da zagotovijo po enotni direktni ceni kombinirani zračni in površinski prevoz, pod pogojem, da se potnikov in špediterjev ne zavaja glede dejstev o takem prevozu.

Oblikovanje cen

10. Pogodbenice letalskim prevoznikom dovolijo prosto določanje cen na podlagi svobodne in poštene konkurence. Nobena od pogodbenic ne sprejme enostranskega ukrepa proti uvedbi ali vzdrževanju cen za mednarodni prevoz na ali iz svojega ozemlja.

11. Pogodbenice ne zahtevajo, da se cene sporočajo letalskim organom.

12. Pogodbenice dovolijo letalskim organom, da razpravljajo o zadevah, ki vključujejo, vendar niso omejene na, cene, ki so lahko nepravične, nerazumne ali diskriminatorne.

Računalniški sistemi rezervacij

13. Pogodbenice svoje zakone in predpise v zvezi z delovanjem računalniških sistemov rezervacij na svojih ozemljih uporabljajo pravično in nediskriminatorno.

Franšizing in trženje blagovne znamke

14. Letalski prevozniki katere koli pogodbenice lahko v skladu s tem sporazumom zagotavljajo letalski prevoz na podlagi dogovora o franšizingu ali trženju blagovne znamke z družbami, vključno z letalskimi prevozniki, če ima letalski prevoznik, ki zagotavlja letalski prevoz, ustrezno pooblastilo za zagotavljanje prevoza na progi, če so izpolnjeni pogoji v skladu z domačimi zakoni in drugimi predpisi ter z odobritvijo letalskih organov.

Najem zrakoplova s posadko

15. Za zagotavljanje letalskega prevoza v skladu s tem sporazumom, lahko letalski prevozniki pogodbenic, če imata letalski prevoznik, ki zagotavlja letalski prevoz, in operator zrakoplova pri teh dogovorih ustrezna pooblastila, zagotavljajo letalski prevoz v skladu s tem sporazumom z uporabo zrakoplovov in letalske posadke drugih letalskih prevoznikov, vključno iz drugih držav, z odobritvijo letalskih organov. Za izvajanje tega odstavka letalskim prevoznikom, ki upravljajo zrakoplov, ni treba imeti pooblastila za zagotavljanje prevoza na progi.

Čarterski/posebni leti

16. Določbe iz členov 4 (Naložbe), 5 (Uporaba zakonov), 6 (Varnost v civilnem letalstvu), 7 (Varovanje v civilnem letalstvu), 8 (Carinske dajatve, takse in pristojbine), 9 (Statistika), 10 (Interesi potrošnikov), 11 (Razpoložljivost letališč ter letališke infrastrukture in storitev), 12 (Pristojbine za letališča ter letališko infrastrukturo in storitve), 13 (Poslovne priložnosti), 14 (Konkurenčno okolje), 15 (Upravljanje zračnega prometa), 17 (Skupni odbor) in 18 (Okolje) tega sporazuma veljajo tudi za čarterske in druge posebne lete, ki jih opravljajo letalski prevozniki ene pogodbenice na ozemlje druge pogodbenice ali z njega.
17. Pogodbenice zahtevana pooblastila in dovoljenja letalskemu prevozniku za opravljanje čarterskih in drugih posebnih letov po prejemu vlog izdajo po najkrajšem postopku.

ČLEN 14

Konkurenčno okolje

1. Pogodbenice potrjujejo, da je njihov skupni cilj pošteno in konkurenčno okolje za opravljanje letalskega prevoza. Pogodbenice priznavajo, da poštene konkurenčne prakse letalskih prevoznikov najpogosteje obstajajo, kadar ti letalski prevozniki delujejo na izključno komercialni podlagi in jih država ne subvencionira. Priznavajo, da so zadeve, kot so pogoji, pod katerimi so letalski prevozniki privatizirani, odprava subvencij, ki izkrivljajo konkurenco, ter pravičen in nediskriminatoren dostop do letališke infrastrukture in storitev ter računalniških sistemov rezervacij, vendar ne omejeno nanje, ključni dejavniki pri doseganju poštenega in konkurenčnega okolja.
2. Če pogodbenica ugotovi, da na ozemlju druge pogodbenice obstajajo pogoji, ki lahko škodljivo vplivajo na pošteno in konkurenčno okolje ter na opravljanje letalskih prevozov

njenih letalskih prevoznikov v skladu s tem sporazumom, lahko svoje ugotovitve predloži drugi pogodbenici. Lahko tudi zahteva sestanek skupnega odbora. Pogodbenice se strinjajo, da je stopnja, do katere lahko subvencija ali drug poseg ogrozi cilje Sporazuma, povezane s konkurenčnim okoljem, upravičena tema razprav v skupnem odboru.

3. Vprašanja, sprožena na podlagi tega člena 14, vključujejo kapitalske vložke, navzkrižno subvencioniranje, nepovratna sredstva, jamstva, lastništvo, oprostitev davkov ali izvzetje davkov, zaščito pred bankrotom ali zavarovanje katerih koli vladnih organov, pri čemer niso omejena le nanje. Ob upoštevanju odstavka 4 člena 14 lahko pogodbenica zaradi obravnavanja zadeve, povezane s tem členom, po obvestilu druge pogodbenice stopi v stik s pristojnimi vladnimi organi na ozemlju druge pogodbenice, vključno z organi na državnih, regionalnih ali lokalnih ravneh.
4. Pogodbenice priznavajo sodelovanje med svojimi organi za konkurenco, kot je razvidno v » Sporazumu med Vlado Kanade in Evropskimi skupnostmi o uporabi prava konkurence« z dne 17. junija 1999 iz Bonna.
5. Če po posvetovanjih v skupnem odboru pogodbenica meni, da pogoji iz odstavka 2 člena 14 ostajajo in lahko povzročijo znatno poslabšanje ali škodo njenemu letalskemu prevozniku ali letalskim prevoznikom, lahko ukrepa. Pogodbenica lahko ukrepa v skladu s tem odstavkom po odločitvi skupnega odbora o vzpostavitvi postopkov in meril skupnega odbora za izvajanje takih ukrepov ali eno leto po datumu, ko pogodbenice začnejo začasno uporabljati ta sporazum ali ta začne veljati, kar se zgodi prej. Vsakršno ukrepanje na podlagi tega odstavka je ustrezno, sorazmerno ter glede obsega uporabe in trajanja omejeno na najnujnejše. Usmerjeno je izključno proti subjektu, ki ima koristi od okoliščin iz odstavka 2, ter ne posega v pravico katere koli pogodbenice do ukrepanja v skladu s členom 21 (Reševanje sporov).

ČLEN 15

Upravljanje zračnega prometa

Pogodbenice sodelujejo pri obravnavanju vprašanj varnostnega nadzora in politike, ki so povezana z vodenjem zračnega prometa, da bi optimizirali splošno učinkovitost, zmanjšali stroške ter izboljšali varnost in zmogljivost obstoječih sistemov. Pogodbenice spodbujajo svoje izvajalce navigacijskih služb zračnega prometa, naj še naprej sodelujejo na področju interoperabilnosti, da bi se, kjer je mogoče, sistema obeh strani dodatno povezala da bi se zmanjšal vpliv letalstva na okolje in da bi se po potrebi izmenjavale informacije.

ČLEN 16

Podaljšanje veljavnosti določitev in pooblastil

1. Vsak letalski prevoznik Kanade ali države članice z določitvijo svoje vlade v skladu s sporazumom o zračnem prometu s Kanado, ki ga je nadomestil ta sporazum, se šteje za letalskega prevoznika, ki je določen za opravljanje letalskega prevoza.
2. Vsak letalski prevoznik Kanade ali države članice z licenco ali pooblastilom, ki so ga izdali letalski organi pogodbenice ter velja za opravljanje letalskega prevoza na datum začetka veljavnosti tega sporazuma, ima do izdaje katere koli nove ali spremenjene licence ali pooblastila v skladu s tem sporazumom še naprej vsa pooblastila, ki jih določa omenjena licenca ali pooblastilo, ter se šteje za pooblaščenega za opravljanje letalskega prevoza, kot določa ta sporazum.

3. Nobena določba v tem členu ne preprečuje, da se letalski prevoznik pogodbenice, ki ni omenjen v odstavkih 1 ali 2 tega člena, določi ali pooblasti za opravljanje letalskega prevoza.

ČLEN 17

Skupni odbor

1. Pogodbenice ustanovijo odbor, sestavljen iz predstavnikov pogodbenic (v nadaljnjem besedilu »skupni odbor«).
2. Skupni odbor opredeli letalske organe in druge pristojne organe v zvezi z zadevami iz tega sporazuma in omogoča stike med njimi.
3. Skupni odbor se sestaja po potrebi in najmanj enkrat na leto. Vsaka pogodbenica lahko zahteva sklic sestanka.
4. Pogodbenica lahko tudi zahteva sestanek skupnega odbora za posvetovanje v zvezi z vprašanji o razlagi ali uporabi tega sporazuma ter poskus rešitve pomislekov, ki jih izrazi druga pogodbenica. Tak sestanek se prične v najkrajšem možnem času, vendar najpozneje dva meseca po prejemu zahteve, če se pogodbenice ne odločijo drugače.
5. Skupni odbor sprejme sklepe, kadar to izrecno določa Sporazum.
6. Skupni odbor spodbuja sodelovanje med pogodbenicami in lahko obravnava katero koli zadevo, povezano z delovanjem ali izvajanjem tega sporazuma, vključno z naslednjimi zadevami, vendar ne omejeno nanje:
 - (a) pregled tržnih pogojev, ki vplivajo na letalski prevoz v skladu s tem sporazumom;
 - (b) izmenjava informacij, vključno s svetovanjem glede sprememb domačih zakonov in politik, ki vplivajo na Sporazum;
 - (c) preučevanje možnih področij za nadaljnji razvoj Sporazuma, vključno s priporočilom za njegove spremembe;
 - (d) priporočanje pogojev, postopkov in sprememb, ki se zahtevajo od novih držav članic, da postanejo pogodbenice tega sporazuma; ter
 - (e) razpravljanje o vprašanih, povezanih z naložbami, lastništvom in nadzorom, ter potrditev, kdaj so izpolnjeni pogoji za postopno uvedbo prometnih pravic, kot je določeno v Prilogi 2 k temu sporazumu.
7. Skupni odbor razvija sodelovanje in spodbuja izmenjave na strokovni ravni o novih zakonodajnih ali ureditvenih pobudah.
8. Skupni odbor s sklepom sprejme svoj poslovnik.
9. Vse odločitve skupnega odbora se sprejmejo na podlagi soglasja.

ČLEN 18

Okolje

1. Pogodbenice priznavajo pomen varstva okolja pri razvoju in izvajanju mednarodne letalske politike.
2. Brez poseganja v pravice in obveznosti pogodbenic po mednarodnem pravu in Konvenciji ima vsaka pogodbenica znotraj svoje suverene pristojnosti pravico do sprejetja in izvajanja ustreznih ukrepov za boj proti vplivom zračnega prometa na okolje, če se ti ukrepi izvajajo ne glede na državljanstvo.
3. Pogodbenice priznavajo, da je treba pri razvoju mednarodne letalske politike stroške in koristi ukrepov za varstvo okolja skrbno pretehtati. Pri preučevanju predlaganih okoljskih ukrepov mora pogodbenica oceniti morebitne škodljive učinke na uresničevanje pravic iz tega sporazuma ter, če so taki ukrepi sprejeti, opraviti vse, kar je ustrezno za omilitev takih škodljivih učinkov.
4. Pogodbenice priznavajo pomembnost sodelovanja in v okviru večstranskih razprav pomembnost preučevanja učinkov letalstva na okolje in gospodarstvo ter zagotavljanja popolne skladnosti ukrepov za omilitev učinkov s cilji tega sporazuma.
5. Ko so okoljski ukrepi izoblikovani, se upoštevajo letalski okoljski standardi, ki jih je sprejela Mednarodna organizacija civilnega letalstva v prilogah h Konvenciji, razen kadar so sporočene razlike.
6. Pogodbenice si prizadevajo za medsebojna posvetovanja o zadevah, povezanih z okoljem, vključno z načrtovanimi ukrepi, ki bodo verjetno pomembno vplivali na mednarodni letalski prevoz, ki ga zajema ta sporazum, da bi dosegli čim bolj skladne pristope. Posvetovanja se začnejo v tridesetih dneh po prejemu take zahteve ali v katerem koli drugem časovnem obdobju, če je tako medsebojno dogovorjeno.

ČLEN 19

Zadeve s področja dela

1. Pogodbenici priznavata pomembnost preučitve učinkov tega sporazuma na delo, zaposlovanje in delovne pogoje.
2. Katera koli pogodbenica lahko zahteva sestanek skupnega odbora na podlagi člena 17 za razpravo o zadevah s področja dela iz odstavka 1 tega člena.

ČLEN 20

Mednarodno sodelovanje

Pogodbenice lahko v skladu s členom 17 skupnemu odboru predložijo zadeve, povezane:

- (a) z zračnim prometom in mednarodnimi organizacijami;
- (b) z možnim razvojem v odnosih med pogodbenicami in drugimi državami v zračnem prometu; in
- (c) s smerjo razvoja v dvostranskih in večstranskih sporazumih, vključno s predlogi glede razvoja usklajenih stališč na teh področjih, kjer je to mogoče.

ČLEN 21

Reševanje sporov

1. Vsi spori med pogodbenicami glede razlage ali uporabe tega sporazuma se najprej poskušajo rešiti z uradnimi posvetovanji v skupnem odboru. Ta uradna posvetovanja se pričnejo čim prej in ne glede na odstavek 4 člena 17 najpozneje v tridesetih dneh po datumu prejema pisne zahteve, ki jo ena pogodbenica naslovi na drugo pogodbenico, ob sklicevanju na ta člen, če se pogodbenice ne odločijo drugače.
2. Če se spor ne razreši v šestdesetih dneh po prejemu zahteve po uradnih posvetovanjih, se lahko s soglasjem pogodbenic predloži v odločanje določeni osebi ali organu. Če pogodbenice ne soglašajo, se spor na zahtevo katere koli pogodbenice predloži v arbitražo arbitražnemu sodišču treh razsodnikov v skladu s spodaj določenimi postopki.
3. V tridesetih dneh po prejemu zahteve za arbitražo vsaka pogodbenica, udeležena v sporu, imenuje neodvisnega razsodnika. Razsodnika, ki so ju imenovale pogodbenice, sporazumno določita tretjega razsodnika v dodatnem roku petinštirideset dni. Če katera koli pogodbenica v določenem roku ne imenuje razsodnika ali če tretji razsodnik ni imenovan v določenem roku, lahko katera koli pogodbenica zaprosi predsednika sveta Mednarodne organizacije civilnega letalstva, da imenuje razsodnika ali razsodnike, odvisno od primera. Če je predsednik državljan ene od pogodbenic, imenovanje opravi podpredsednik z najdaljšim stažem, ki ni izločen iz tega razloga. V vseh primerih je tretji razsodnik državljan tretje države, deluje kot predsednik razsodišča in določi, kje bo arbitraža potekala.
4. Razsodišče sprejme svoj poslovnik in časovni raspored postopka.
5. Razsodišče lahko na zahtevo ene pogodbenice od druge pogodbenice, udeležene v sporu, zahteva, da do končne določitve razsodišča izvaja začasne zaščitne ukrepe.
6. Razsodišče si prizadeva sprejeti pisno odločitev v 180 dneh po prejemu zahteve za arbitražo. Prevlada odločitev večine razsodnikov.
7. Če razsodišče ugotovi, da je prišlo do kršitve tega sporazuma, in odgovorna pogodbenica ne odpravi kršitve ali se z drugo pogodbenico, udeleženo v sporu, ne sporazume o obojestransko zadovoljivi rešitvi v tridesetih dneh po obvestilu o odločitvi razsodišča, lahko druga pogodbenica začasno prekliče uporabo enakih koristi, ki izhajajo iz tega sporazuma, dokler se spor ne reši.
8. Stroške razsodišča si pogodbenice, udeležene v sporu, enakovredno delijo.
9. Za namen tega člena Evropska skupnost in države članice ukrepajo skupaj.

ČLEN 22

Sprememba

Pogodbenice se lahko medsebojno dogovorijo o vsaki spremembi tega sporazuma na podlagi posvetovanj v skladu s členom 17 (Skupni odbor) tega sporazuma. Spremembe začnejo veljati v skladu s pogoji iz člena 23 (Začetek veljavnosti in začasna uporaba).

ČLEN 23

Začetek veljavnosti in začasna uporaba

1. Ta sporazum začne veljati en mesec po datumu zadnje diplomatske note, v kateri pogodbenice potrjujejo, da so zaključeni vsi postopki, potrebni za začetek veljavnosti tega sporazuma. Za to izmenjavo Evropska skupnost in države članice pooblastijo generalni sekretariat Sveta Evropske unije. Kanada izroči generalnemu sekretariatu Sveta Evropske unije diplomatsko/e noto/e za Evropsko skupnost in njene države članice, generalni sekretariat Sveta Evropske unije pa izroči Kanadi diplomatsko noto Evropske skupnosti in njenih držav članic. Diplomatska nota ali note Evropske skupnosti in njenih držav članic vsebujejo sporočilo vsake države članice, ki potrjuje, da so njeni postopki, potrebni za začetek veljavnosti tega sporazuma, zaključeni.
2. Ne glede na odstavek 1 tega člena pogodbenice soglašajo, da se ta sporazum začne začasno uporabljati v skladu z notranjim pravom pogodbenic prvi dan v mesecu, ki sledi datumu zadnje note, s katero se pogodbenice medsebojno uradno obvestijo o zaključku ustreznih notranjih postopkov za začasno uporabo tega sporazuma.

ČLEN 24

Prenehanje veljavnosti

Pogodbenica lahko kadar koli po diplomatski poti pisno obvesti drugo pogodbenico o svoji odločitvi, da odpoveduje ta sporazum. Hkrati o tem obvesti Mednarodno organizacijo civilnega letalstva in sekretariat Združenih narodov. Sporazum preneha veljati eno (1) leto po datumu, ko druga pogodbenica prejme obvestilo, če obvestilo o odpovedi ni sporazumno umaknjeno pred iztekom tega obdobja. Če druga pogodbenica ne potrdi prejema, se šteje, da je bilo obvestilo prejeto štirinajst (14) dni po tem, ko obvestilo prejmeta Mednarodna organizacija civilnega letalstva in sekretariat Združenih narodov.

ČLEN 25

Registracija Sporazuma

Ta sporazum in vse njegove spremembe se po začetku veljavnosti sporazuma registrirajo pri Mednarodni organizaciji civilnega letalstva in sekretariatu Združenih narodov v skladu s členom 102 Ustanovne listine Združenih narodov. Druga pogodbenica se obvesti o registraciji takoj, ko jo potrdita sekretariat Mednarodne organizacije civilnega letalstva in sekretariat Združenih narodov.

ČLEN 26

Razmerje do drugih sporazumov

1. Če pogodbenice postanejo pogodbenice v večstranskem sporazumu ali potrdijo sklep, ki ga sprejme Mednarodna organizacija civilnega letalstva ali druga mednarodna medvladna organizacija, ki obravnava zadeve, zajete v tem sporazumu, se posvetujejo v skupnem odboru, da ugotovijo, v kolikšni meri določbe večstranskega sporazuma ali sklepa vplivajo na ta sporazum in ali bi bilo treba ta sporazum spremeniti zaradi takega razvoja dogodkov.
2. V obdobju začasne uporabe na podlagi odstavka 2 člena 23 (Začetek veljavnosti in začasna uporaba) Sporazuma se dvostranski sporazumi, navedeni v Prilogi 3 k temu sporazumu, začasno prekinejo, razen v obsegu, določenem v Prilogi 2 k temu sporazumu. Ob začetku

veljavnosti na podlagi odstavka 1 člena 23 tega sporazuma ta sporazum nadomesti zadevne določbe dvostranskih sporazumov, navedenih v Prilogi 3 k temu sporazumu, razen v obsegu, določenem v Prilogi 2 k temu sporazumu.

V POTRDITEV TEGA so spodaj podpisani, ki so za to pravilno pooblaščen, podpisali ta sporazum.

SESTAVLJENO v dveh izvodih, v Bruslju, dne sedemnajstega decembra 2009, v angleškem, bolgarskem, češkem, danskem, estonskem, finskem, francoskem, grškem, italijanskem, latvijskem, litovskem, madžarskem, malteškem, nemškem, nizozemskem, poljskem, portugalskem, romunskem, slovaškem, slovenskem, španskem in švedskem jeziku, pri čemer so vsa besedila enako verodostojna.

< glej prilogo - RSM-2011-014-00090-OB~P001-0000.PDF # Podpisniki >

PRILOGA 1

PREGLED PROG

1. Za namen odstavka 1(c) člena 2 tega sporazuma vsaka pogodbenica letalskim prevoznikom druge pogodbenice dovoli opravljanje prevoza na progah, ki so določene spodaj:

(a) za letalske prevoznike Kanade:

kraji za Kanado – kraji v Kanadi – kraji vmesnega pristanka – kraji v in znotraj držav članic – naslednji kraji

(b) za letalske prevoznike Evropske skupnosti:

kraji za državami članicami – kraji v državah članicah – kraji vmesnega pristanka – kraji v in znotraj Kanade – naslednji kraji

2. Letalski prevozniki pogodbenice lahko na katerem koli letu ali na vseh letih in po svoji izbiri:

(a) opravljajo lete v eni ali v obeh smereh;

(b) kombinirajo različne številke letov v okviru ene operacije zrakoplova;

(c) opravljajo prevoze za kraji, med kraji vmesnega pristanka in naslednjimi kraji ter kraji na ozemljih pogodbenic ter v kateri koli kombinaciji in katerem koli vrstnem redu;

(d) izpustijo pristanke v katerem koli kraju ali krajih;

(e) kadar koli preusmerijo promet iz katerega koli svojega zrakoplova v kateri koli drug svoj zrakoplov brez kakršnih koli omejitev glede sprememb tipa ali števila zrakoplovov, s katerimi opravljajo prevoz;

(f) opravljajo prevoze na kraje za katerim koli krajem na ozemlju te pogodbenice z zamenjavo zrakoplova ali številke leta ali brez nje ter javnosti ponujajo in oglašujejo take prevoze kot neposredne prevoze;

(g) pristajajo v katerih koli krajih, ne glede na to, ali so znotraj ali zunaj ozemlja ene ali druge pogodbenice;

(h) opravljajo tranzitni promet na krajih vmesnega pristanka in na krajih na ozemlju druge pogodbenice;

(i) kombinirajo promet na istem zrakoplovu, ne glede na to, od kod tak promet izvira; ter

(j) zagotavljajo storitve pod skupno oznako v skladu z odstavkom 3 člena 13 (Poslovne priložnosti) tega sporazuma; brez omejevanja smeri letenja ali geografskega omejevanja in brez izgube katere koli pravice do opravljanja prometa, ki je sicer dovoljen po tem sporazumu.

PRILOGA 2

DOGOVORI O RAZPOLOŽLJIVOSTI PRAVIC

ODDELEK 1

Lastništvo in nadzor nad letalskimi prevozniki obeh pogodbenic

1. Ne glede na člen 4 (Naložbe) je lastništvo letalskih prevoznikov pogodbenice s strani državljanov vseh drugih pogodbenic na podlagi vzajemnosti dopustno v obsegu, dovoljenem v skladu z domačimi zakoni in predpisi Kanade za tuje naložbe v letalske prevoznike.
2. Ne glede na odstavek 2(c) člena 3 (Določitev, pooblastilo in preklic) ter člen 4 (Naložbe) Sporazuma se v zvezi z lastništvom in nadzorom letalskih prevoznikov namesto odstavka 2 (c) člena 3 (Določitev, pooblastilo in preklic) uporablja naslednja določba, dokler zakoni in predpisi iz odstavka 2(c) in (d) oddelka 2 te Priloge ne bodo določili drugače:

»v primeru letalskega prevoznika Kanade imajo pretežni lastninski delež in dejanski nadzor nad letalskim prevoznikom državljani Kanade, letalski prevoznik ima licenco kanadskega letalskega prevoznika ter ima glavno poslovno enoto v Kanadi; v primeru letalskega prevoznika države članice imajo pretežni lastninski delež in dejanski nadzor nad letalskim prevoznikom državljani držav članic, Islandije, Lihtenštajna, Norveške ali Švice, letalski prevoznik ima licenco letalskega prevoznika Skupnosti in glavno poslovno enoto v državi članici«.

ODDELEK 2

Postopna razpoložljivost prometnih pravic

1. Pri uveljavljanju prometnih pravic iz odstavka 2 tega oddelka so letalski prevozniki pogodbenic upravičeni do operativnih prilagodljivosti, ki jih omogoča odstavek 2 Priloge 1.
2. Ne glede na prometne pravice iz Priloge 1 tega sporazuma:

(a) kadar nacionalni zakoni in predpisi obeh pogodbenic dovoljujejo, da imajo državljani druge pogodbenice v lasti in pod nadzorom skupaj največ 25-odstotni delež glasovalnih pravic v njihovih letalskih prevoznikih, se uporabljajo naslednje pravice:

(i) za potniški kombinirani prevoz in tovorni prevoz za kanadske letalske prevoznike pravica do opravljanja mednarodnega prevoza med katerim koli krajem v Kanadi in katerim koli krajem v državah članicah, za letalske prevoznike Skupnosti pravica do opravljanja letalskega prevoza med katerim koli krajem v državah članicah in katerim koli krajem v Kanadi. Poleg tega za potniški kombinirani prevoz in tovorni prevoz za letalske prevoznike pogodbenice pravica do opravljanja mednarodnega prevoza v kraje v tretjih državah in iz njih prek katerega koli kraja na ozemlju zadevne pogodbenice z zamenjavo zrakoplova ali številke leta ali brez nje ter pravica do ponujanja javnosti in oglaševanja takih prevozov kot neposrednih prevozov;

(ii) za tovorni prevoz za letalske prevoznike obeh pogodbenic pravica do opravljanja mednarodnega prevoza med ozemljem druge pogodbenice in kraji v tretjih državah v povezavi s prevozi med kraji na svojem ozemlju in kraji na ozemlju druge pogodbenice;

(iii) za potniški kombinirani prevoz in tovorni prevoz za letalske prevoznike obeh pogodbenic pravice do opravljanja prevozov iz dvostranskih sporazumov o zračnem prometu med Kanado in državami članicami, navedenih v oddelku 1 Priloge 3, in pravice do opravljanja prevozov iz dogovorov, ki so se uporabljali med Kanado in posameznimi državami članicami, kot je določeno v oddelku 2 Priloge 3. Ob upoštevanju pravic pete svoboščine glede naslednjih krajev iz tega pododstavka vse omejitve razen geografskih omejitev, omejitev števila krajev in omejitev določene pogostosti ne veljajo več; ter

(iv) za večjo varnost so pravice iz zgornjih pododstavkov (i) in (ii) na voljo, kadar na datum začasne uporabe ali datum začetka veljavnosti tega sporazuma ni obstajal noben dvostranski sporazum ali dogovor ali kadar pravice v sporazumu, ki so bile na voljo neposredno pred začasno uporabo ali začetkom veljavnosti tega sporazuma, ne dopuščajo toliko kot pravice iz zgornjih pododstavkov (i) in (ii).

(b) kadar nacionalni zakoni in predpisi obeh pogodbenic dovoljujejo, da imajo državljani druge pogodbenice v lasti in pod nadzorom skupaj največ 49-odstotni delež glasovalnih pravic v njihovih letalskih prevoznikih, se poleg pododstavka 2(a) uporabljajo naslednje pravice:

(i) za potniški kombinirani prevoz so za letalske prevoznike obeh pogodbenic pravice pete svoboščine na voljo na katerem koli kraju vmesnega pristanka in za kanadske letalske prevoznike med katerim koli krajem v državah članicah in katerim koli krajem v drugih državah članicah, če v primeru kanadskih letalskih prevoznikov prevoz vključuje kraj v Kanadi in v primeru letalskih prevoznikov Skupnosti prevoz vključuje kraj v kateri koli državi članici;

(ii) za potniški kombinirani prevoz so za letalske prevoznike Kanade pravice pete svoboščine na voljo med katerim koli krajem v državah članicah ter katerim koli krajem v Maroku, Švici, Evropskem gospodarskem prostoru in drugih članicah skupnega evropskega zračnega prostora; in

(iii) za tovorni prevoz za letalske prevoznike pogodbenice, brez zahteve za opravljanje prevoza v kraj na ozemlju navedene pogodbenice, pravica do opravljanja mednarodnega prevoza med kraji na ozemlju druge pogodbenice in kraji v tretjih državah;

(c) kadar nacionalni zakoni in predpisi obeh pogodbenic dovoljujejo, da državljani druge pogodbenice na njenem ozemlju ustanovijo letalskega prevoznika za domači in mednarodni letalski prevoz, in na podlagi odstavka 5, odstavka 6(e) in odstavka 9 člena 17 (Skupni odbor) tega sporazuma se poleg pododstavka 2(a) in (b) uporabljajo naslednje pravice:

(i) za potniški kombinirani prevoz so za letalske prevoznike obeh pogodbenic pravice pete svoboščine na voljo za kateri koli naslednji kraj brez omejitev pogostosti;

(d) kadar nacionalni zakoni in predpisi obeh pogodbenic dovoljujejo popolno lastništvo in nadzor njihovih letalskih prevoznikov s strani državljanov druge pogodbenice ter obe pogodbenici dovoljujeta polno uporabo Priloge 1, se na podlagi odstavka 5, odstavka 6(e) in odstavka 9 člena 17 (Skupni odbor) tega sporazuma in na podlagi potrditve pogodbenic z njunimi postopki določbe Priloge 2 zgoraj ne uporabljajo več in velja Priloga 1.

PRILOGA 3

DVOSTRANSKI SPORAZUMI MED KANADO IN DRŽAVAMI ČLANICAMI EVROPSKE SKUPNOSTI

ODDELEK 1

V skladu s členom 26 tega sporazuma se uporaba naslednjih dvostranskih sporazumov med Kanado in državami članicami začasno ukine ali pa se nadomesti s tem sporazumom:

(a) Republika Avstrija: Sporazum med vlado Kanade in avstrijsko zvezno vlado o zračnem prometu, podpisan 22. junija 1993;

(b) Kraljevina Belgija: Sporazum med vlado Kanade in vlado Belgije o zračnem prometu, podpisan dne 13. maja 1986;

(c) Češka republika: Sporazum med vlado Kanade in vlado Češke republike o zračnem prometu, podpisan 13. marca 1996; Izmenjava not o spremembi Sporazuma, podpisana 28. aprila 2004 in 28. junija 2004;

(d) Kraljevina Danska: Sporazum med Kanado in Dansko za letalski prevoz med državama, podpisan 13. decembra 1949. Izmenjava not med Kanado in Dansko v zvezi z zračnim sporazumom z dne 13. decembra 1949 v Ottawi, podpisana 13. decembra 1949. Izmenjava not med Kanado in Dansko o spremembi Sporazuma iz leta 1949 o zračnem prometu, podpisana 16. maja 1958;

(e) Republika Finska: Sporazum med vlado Kanade in vlado Finske za letalski prevoz med njunima ozemljema in zunaj njiju, podpisan 28. maja 1990. Izmenjava not, ki pomeni sporazum o spremembi Sporazuma med vlado Kanade in vlado Finske za letalski prevoz med njunima ozemljema in zunaj njiju, sklenjenega v Helsinkih 28. maja 1990, podpisana 1. septembra 1999;

(f) Francoska republika: Sporazum med vlado Kanade in vlado Francoske republike o zračnem prometu, podpisan 15. junija 1976; izmenjava not med vlado Kanade in vlado Francoske republike o spremembi Sporazuma o zračnem prometu, podpisanega v Parizu 15. junija 1976, podpisana 21. decembra 1982;

(g) Zvezna republika Nemčija: Sporazum med vlado Kanade in vlado Zvezne republike Nemčije o zračnem prometu, podpisan 26. marca 1973; izmenjava not med vlado Kanade in vlado Zvezne republike Nemčije o spremembi Sporazuma o zračnem prometu, podpisanega v Ottawi 26. marca 1973, podpisana 16. decembra 1982 in 20. januarja 1983;

(h) Helenska republika: Sporazum med vlado Kanade in vlado Helenske republike o zračnem prometu, podpisan 20. avgusta 1984; izmenjava not, ki pomeni sporazum med vlado Kanade in vlado Helenske republike o spremembi Sporazuma o zračnem prometu, sklenjenega v Torontu 20. avgusta 1984, podpisana 23. junija 1995 in 19. julija 1995;

(i) Republika Madžarska: Sporazum med vlado Kanade in vlado Republike Madžarske o zračnem prometu, podpisan 7. decembra 1998;

(j) Irska: Sporazum med Kanado in Irsko za letalski prevoz med državama, podpisan 8. avgusta 1947; izmenjava not (19. april in 31. maj 1948) med Kanado in Irsko o spremembi Sporazuma za letalski prevoz med državama, podpisana 31. maja 1948; izmenjava not med Kanado in Irsko, ki pomeni sporazum o spremembi Priloge k Sporazumu za letalski prevoz z dne 8. avgusta 1947, podpisana 9. julija 1951. Izmenjava not med Kanado in Irsko o spremembi Sporazuma za letalski prevoz med državama z dne 8. avgusta 1947, podpisana 23. decembra 1957;

(k) Italijanska republika: Sporazum med Kanado in Italijo za letalski prevoz, podpisan 2. februarja 1960; izmenjava not med vlado Kanade in vlado Italijanske republike, ki

pomeni sporazum o spremembi Sporazuma za letalski prevoz, kot je določeno v potrjenem zapisniku z dne 28. aprila 1972, podpisana 28. avgusta 1972;

(l) Kraljevina Nizozemska: Sporazum med vlado Kanade in vlado Kraljevine Nizozemske o zračnem prometu, podpisan 2. junija 1989; izmenjava not med vlado Kanade in vlado Kraljevine Nizozemske, ki pomeni sporazum o opravljanju posebnih (čarterskih) letih, podpisana 2. junija 1989;

(m) Republika Poljska: Sporazum o zračnem prometu med vlado Kanade in vlado Ljudske republike Poljske, podpisan 14. maja 1976; izmenjava not, ki pomeni sporazum med vlado Kanade in vlado Ljudske republike Poljske o členih IX, XI, XIII in XV Sporazuma o zračnem prometu, podpisanega 14. maja 1976, podpisana istega dne;

(n) Portugalska republika: Sporazum med vlado Kanade in vlado Portugalske za letalski prevoz med kanadskim in portugalskim ozemljem, podpisan 25. aprila 1947. Izmenjava not med vlado Kanade in vlado Portugalske o spremembi odstavkov 3 in 4 priloge Sporazuma za letalski prevoz med dvema državama, podpisanega 25. aprila 1947 v Lizboni, podpisana 24. in 30. aprila 1957. Izmenjava not med Kanado in Portugalsko o spremembi odstavka 7 priloge Sporazuma za letalski prevoz med dvema državama, podpisana 5. in 31. marca 1958;

(o) Romunija: Sporazum med vlado Kanade in vlado Socialistične republike Romunije o civilnem zračnem prometu, podpisan 27. oktobra 1983;

(p) Kraljevina Španija: Sporazum med vlado Kanade in vlado Španije o zračnem prometu, podpisan 15. septembra 1988;

(q) Kraljevina Švedska: Sporazum med Kanado in Švedsko za letalski prevoz med kanadskim in švedskim ozemljem, podpisan 27. junija 1947; izmenjava not med Kanado in Švedsko, ki dopolnjuje Sporazum za letalski prevoz med kanadskim in švedskim ozemljem, podpisana 27. junija in 28. junija 1947. Izmenjava not med Kanado in Švedsko o spremembi Sporazuma iz leta 1947 o zračnem prometu, podpisana 16. maja 1958; ter

(r) Združeno Kraljestvo Velike Britanije in Severne Irske: Sporazum med vlado Kanade in vlado Združenega kraljestva Velike Britanije in Severne Irske o letalskem prevozu, podpisan 22. junija 1988.

ODDELEK 2

Za namen oddelka 2 Priloge 2 veljajo naslednje pravice v skladu s pododstavkom 2 (a)(iii):

Del 1 za letalske prevoznike Kanade

V povezavi z opravljanjem kombiniranega potniško/tovornega prevoza med Kanado in posameznimi državami članicami in pri opravljanju zgolj tovornega prevoza letalski prevozniki Kanade uživajo naslednje pravice:

text="Država članica Prometne pravice Bolgarija Pravice pete svoboščine veljajo na dveh krajih, ki jih je treba imenovati, ki sta lahko kraja vmesnega pristanka na poti do Sofije in/ali poznejši kraj pristanka. Češka Pravice pete svoboščine veljajo na največ štirih krajih po izbiri Kanade, ki so lahko kraji vmesnega pristanka na poti do Prage ali poznejši kraj pristanka in en dodatni kraj pristanka na Češkem. Danska Pravice pete svoboščine veljajo med Kobenhavnom in: (a) Amsterdamom in Helsinki ali (b) Amsterdamom in Moskvo. Amsterdam je lahko kraj vmesnega pristanka ali poznejši kraj pristanka. Helsinki in Moskva morata biti poznejši kraj pristanka. Nemčija Pravice pete prometne svoboščine se lahko izvajajo med kraji vmesnega pristanka v Evropi in kraji v Zvezni republiki Nemčiji ter med kraji v Zvezni republiki Nemčiji in

poznejšimi kraji pristanka. Grčija Pravice pete svoboščine veljajo na krajih vmesnega pristanka na poti do Aten in/ali naslednjem kraju in dveh dodatnih krajih pristanka v Grčiji, razen krajev v Turčiji in Izraelu. Skupno število krajev vmesnega pristanka in poznejših krajev pristanka, za katere lahko v katerem koli trenutku velja pravica pete svoboščine, ne sme presegati pet krajev, od tega so lahko največ štiri kraji kraji vmesnega pristanka. Irska Pravice pete svoboščine veljajo med kraji pristanka na Irskem in kraji vmesnega pristanka ter med kraji pristanka na Irskem in poznejšimi kraji pristanka za Irsko. Za zgolj tovorni prevoz pravica velja za opravljanje mednarodnega prevoza med kraji pristanka na Irskem in kraji pristanka v tretjih državah, ne da bi bilo treba opraviti prevoz za kraj v Kanadi. Italija Pravice pete prometne svoboščine veljajo med dvema krajema vmesnega pristanka v Evropi in Rimom in/ali Milanom. Kraji vmesnega pristanka, za katere velja pravice pete svoboščine, so lahko tudi poznejši kraji pristanka. Poljska Pravice pete svoboščine veljajo med Varšavo in dvema krajema vmesnega pristanka v Evropi, ki jih izbere Kanada med naslednjimi kraji: Bruselj, Kopenhagen, Praga, Shannon, Stockholm, Dunaj in Zürich. Portugalska Pravice pete svoboščine veljajo med kraji pristanka na Portugalskem in vmesnimi kraji pristanka ter med kraji pristanka na Portugalskem in poznejšimi kraji pristanka za Portugalsko. Španija Pravice pete svoboščine za kraje vmesnega pristanka in za naslednje kraje pristanka veljajo: (a) med Madridom in tremi dodatnimi kraji pristanka v Španiji in kraji pristanka v Evropi (razen za München, Dansko, Švedsko, Norveško, Italijo in republike nekdanje Sovjetske zveze) in (b) med Madridom in enim drugim krajem pristanka v Španiji ter kraji pristanka v Afriki in na Bližnjem vzhodu, kakor jih določa ICAO v dokumentu 9060-AT/723. V katerem koli trenutku se izvajajo največ štiri pravice pete svoboščine. Švedska Pravice pete svoboščine veljajo med Stockholmom in: (a) Amsterdamom in Helsinki ali (b) Amsterdamom in Moskvo. Amsterdam je lahko kraj vmesnega pristanka ali poznejši kraj pristanka. Helsinki in Moskva morata biti poznejši kraj pristanka. Združeno Pravice pete svoboščine veljajo med kraji kraljestvo pristanka v Združenem kraljestvu in vmesnimi kraji pristanka ter med kraji pristanka v Združenem kraljestvu in poznejšimi kraji pristanka za Združenim kraljestvom. Za zgolj tovorni prevoz pravica velja za opravljanje mednarodnega prevoza med kraji pristanka v Združenem kraljestvu in kraji pristanka v tretjih državah, ne da bi bilo treba opraviti prevoz za kraj v Kanadi."

Del 2 za letalske prevoznike Evropske skupnosti

V povezavi z opravljanjem kombiniranega potniško/tovornega prevoza med posameznimi državami članicami in Kanado in opravljanjem zgolj tovornega prevoza letalski prevozniki Skupnosti uživajo naslednje pravice:

text="Država članica Prometne pravice Belgija Pravice pete prometne svoboščine veljajo med Montrealom in poznejšima krajema pristanka v Združenih državah Amerike, ki sta na območju vzhodno od Chicaga, vključno s Chicagom, in na območju severno od Washingtona D.C., vključno z Washingtonom D.C. Bolgarija Pravice pete prometne svoboščine se lahko izvajajo na naslednjem kraju pristanka v Združenih državah Amerike, ki je na območju vzhodno od Chicaga in izključuje Chicago, in na območju severno od Washingtona D.C., vključno z Washingtonom D.C. Pravice pete svoboščine ne veljajo, če sta Montrealski in Ottawski terminal povezana. Pravice pete svoboščine ne veljajo na krajih vmesnega pristanka. Češka Pravice pete svoboščine veljajo med Montrealom in poznejšima krajema pristanka v Združenih državah Amerike, ki sta na območju severno od Washingtona, D.C., vključno z Washingtonom, D.C. ter na območju vzhodno od Chicaga, vključno s Chicagom. Danska Pravice pete svoboščine veljajo med Montrealom in Chicagom ter med Montrealom in Seattlom. Chicago je lahko kraj vmesnega pristanka ali poznejši kraj pristanka. Seattle je lahko samo poznejši kraj pristanka. Nemčija Pravice pete svoboščine veljajo samo med Montrealom in poznejšim krajem pristanka na Floridi. Alternativno pravice pete prometne svoboščine veljajo med Montrealom in dvema poznejšima krajema pristanka v celinskih Združenih državah Amerike, razen krajev pristanka v državah Kalifornija, Kolorado, Florida, Georgia, Oregon, Texas in Washington. Grčija Pravice pete prometne svoboščine veljajo med Montrealom in Bostonom ali med Montrealom in Chicagom ali v poznejšem kraju za Torontom do enega kraja pristanka, ki ga v Združenih

državah Amerike imenuje Helenska republika, razen krajev pristanka v Kaliforniji, Texasu in na Floridi. Irska Pravice pete svoboščine veljajo med kraji pristanka v Kanadi in kraji vmesnega pristanka ter med kraji pristanka v Kanadi in poznejšimi kraji pristanka za Kanado. Za zgolj tovorni prevoz pravica velja za opravljanje mednarodnega prevoza med kraji pristanka v Kanadi in kraji pristanka v tretjih državah, ne da bi bilo treba opraviti prevoz za kraj na Irskem. Italija Pravice pete prometne svoboščine veljajo med krajema vmesnega pristanka na severovzhodu Združenih držav Amerike (severno od Washingtona in vključno z njim; vzhodno od Chicaga in vključno s Chicagom) in Montrealom in/ali Torontom. Kraji vmesnega pristanka, za katere veljajo pravice pete svoboščine, so lahko tudi poznejši kraji pristanka. Poljska Pravice pete svoboščine veljajo med Montrealom in New Yorkom, ki je kraj vmesnega pristanka ali poznejši kraj pristanka. Portugalska Pravice pete prometne svoboščine veljajo med kraji pristanka v Kanadi in kraji vmesnega pristanka ter med kraji pristanka v Kanadi in poznejšimi kraji pristanka za Kanado. Španija Pravice pete svoboščine za kraje vmesnega pristanka in za naslednje kraje pristanka veljajo: (a) med Montrealom in tremi dodatnimi kraji pristanka v Kanadi ter Chicagom, Bostonom, Philadelphio, Baltimorom, Atlanto, Dallasom/Ft. Worthom in Houstonom in (b) med Montrealom in Mexico Cityjem. V danem času se izvajajo največ štiri pravice pete svoboščine. Švedska Pravice pete svoboščine veljajo med Montrealom in Chicagom ter med Montrealom in Seattlom. Chicago je lahko kraj vmesnega pristanka ali poznejši kraj pristanka. Seattle je lahko samo poznejši kraj pristanka. Združeno Pravice pete svoboščine veljajo med kraji kraljestvo pristanka v Kanadi in kraji vmesnega pristanka ter med kraji pristanka v Kanadi in poznejšimi kraji pristanka za Kanado. Za zgolj tovorni prevoz pravica velja za opravljanje mednarodnega prevoza med kraji pristanka v Kanadi in kraji pristanka v tretjih državah, ne da bi bilo treba opraviti prevoz za kraj v Združenem kraljestvu."

ODDELEK 3

Ne glede na oddelek 1 te priloge se za območja, ki niso vključena v opredelitev pojma "ozemlje" v členu 1 tega sporazuma, še naprej uporabljajo sporazumi iz odstavkov (d) Kraljevina Danska, (f) Francoska republika, (l) Kraljevina Nizozemska in (r) Združeno kraljestvo Velika Britanija in Severna Irska v skladu z njihovimi pogoji.

Pogodbenice so seznanjene z naslednjima izjavama:

Izjava Evropske skupnosti in njenih držav članic o Sporazumu o zračnem prometu med EU in Kanado ob njegovem podpisu

»Ob upoštevanju člena 26(2) Evropska skupnost in njene države članice potrjujejo, da ima besedilo »veljavni dvostranski sporazumi, navedeni v prilogi 3, začasno prenehajo veljati, razen v obsegu, določenem v prilogi 2« enak učinek, kot če bi navedli, da ustrezne določbe sporazuma prevladajo nad ustreznimi določbami veljavnih dvostranskih sporazumov iz priloge 3.«

Izjava Evropske skupnosti in njenih držav članic o Sporazumu o zračnem prometu med EU in Kanado ob njegovem podpisu

»Evropska skupnost in njene države članice pojasnjujejo, da Sporazum o zračnem prometu med Evropsko skupnostjo in njenimi državami članicami na eni strani ter Kanado na drugi strani, zlasti člen 8 Sporazuma, ne določa oprostitve plačila davka na dodano vrednost (DDV), razen za prometni davek pri uvozu, in državam članicam ne preprečuje obdavčitve letalskega goriva za domače lete ali lete znotraj Skupnosti v skladu z Direktivo Sveta 2003/96 /ES.«

(1) Besedilo sporazuma v bolgarskem, češkem, danskem, estonskem, finskem, francoskem, grškem, italijanskem, latvijskem, litovskem, madžarskem, nizozemskem, poljskem, portugalskem, romunskem, slovaškem, španskem in švedskem jeziku je na vpogled v Sektorju za mednarodno pravo Ministrstva za zunanje zadeve.

AGREEMENT

ON AIR TRANSPORT BETWEEN CANADA AND THE EUROPEAN COMMUNITY AND ITS MEMBER STATES

text=" TABLE OF CONTENTS ARTICLE TITLE 1 Headings and Definitions 2 Grant of Rights 3 Designation, Authorisation and Revocation 4 Investment 5 Application of Laws 6 Civil Aviation Safety 7 Civil Aviation Security 8 Customs Duties, Taxes and Charges 9 Statistics 10 Consumer Interests 11 Availability of Airports and Aviation Facilities and Services 12 Charges for Airports and Aviation Facilities and Services 13 Commercial Framework 14 Competitive Environment 15 Air Traffic Management 16 Continuation of Designations and Authorisations 17 Joint Committee 18 Environment 19 Labour Matters 20 International Cooperation 21 Settlement of Disputes 22 Amendment 23 Entry into Force and Provisional Application 24 Termination 25 Registration of the Agreement 26 Relationship to Other Agreements"

AGREEMENT ON AIR TRANSPORT

CANADA

of the one part;

and

THE REPUBLIC OF AUSTRIA,

THE KINGDOM OF BELGIUM,

THE REPUBLIC OF BULGARIA,

THE REPUBLIC OF CYPRUS,

THE CZECH REPUBLIC,

THE KINGDOM OF DENMARK,

THE REPUBLIC OF ESTONIA,

THE REPUBLIC OF FINLAND,

THE FRENCH REPUBLIC,

THE FEDERAL REPUBLIC OF GERMANY,

THE HELLENIC REPUBLIC,

THE REPUBLIC OF HUNGARY,

IRELAND,

THE ITALIAN REPUBLIC,

THE REPUBLIC OF LATVIA,

THE REPUBLIC OF LITHUANIA,

THE GRAND DUCHY OF LUXEMBOURG,

MALTA,

THE KINGDOM OF THE NETHERLANDS,

THE REPUBLIC OF POLAND,

THE PORTUGUESE REPUBLIC,

ROMANIA,

THE SLOVAK REPUBLIC,

THE REPUBLIC OF SLOVENIA,

THE KINGDOM OF SPAIN,

THE KINGDOM OF SWEDEN,

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

being parties to the Treaty Establishing the European Community and being Member States of the European Union (hereinafter the "Member States"),

and the EUROPEAN COMMUNITY,

of the other part;

Canada and the Member States being parties to the Convention on International Civil Aviation opened for signature at Chicago, on the 7th day of December, 1944, together with the European Community;

DESIRING to promote an aviation system based on competition among airlines in the marketplace with minimum government interference and regulation;

DESIRING to promote their interests in respect of air transportation;

RECOGNISING the importance of efficient air transportation in promoting trade, tourism and investment;

DESIRING to enhance air services;

DESIRING to ensure the highest degree of safety and security in air transportation;

DETERMINED to obtain the potential benefits of regulatory cooperation and, to the extent practical, harmonisation of regulations and approaches;

ACKNOWLEDGING the important potential benefits that may arise from competitive air services and viable air services industries;

DESIRING to foster a competitive air services environment, recognising that where there is not a level competitive playing field for airlines, potential benefits may not be realised;

DESIRING to make it possible for their airlines to have a fair and equal opportunity to provide the air services under this Agreement;

DESIRING to maximise benefits to passengers, shippers, airlines and airports and their employees, and others benefiting indirectly;

AFFIRMING the importance of protecting the environment in developing and implementing international aviation policy;

NOTING the importance of protecting consumers and encouraging an appropriate level of consumer protection associated with air services;

NOTING the importance of capital to the airline industry for the further development of air services;

DESIRING to conclude an agreement on air transport, supplementary to the said Convention,

HAVE AGREED AS FOLLOWS:

ARTICLE 1

Headings and Definitions

1. Headings used in this Agreement are for reference purposes only.

2. For the purpose of this Agreement, unless otherwise stated:

(a) "Aeronautical authorities" means any authority or person empowered by the Parties to perform the functions set out in this Agreement;

(b) "Air services" means scheduled air services on the routes specified in this Agreement for the transport of passengers and cargo, including mail, separately or in combination;

(c) "Agreement" means this Agreement, any Annex attached thereto, and any amendments to the Agreement or to any Annex;

(d) "Airline" means an airline which has been designated and authorised in accordance with Article 3 of this Agreement;

(e) "Party" means either Canada or the Member States and the European Community taken together or individually;

(f) "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 Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by Canada and the Member States; and

(g) "Territory" means for Canada, its land areas (mainland and islands), internal waters and territorial sea as determined by its domestic law, and includes the air space above these areas; and for the Member States of the European Community, the land areas (mainland and islands), internal waters and territorial sea in which the Treaty Establishing the European Community is applied and under the conditions laid down in that Treaty and any successor instrument, and includes the air space above these areas; the application of this Agreement to the airport of Gibraltar is understood to be without prejudice to the respective legal positions of the Kingdom of Spain and the United Kingdom with regard to the dispute over sovereignty over the territory in which the airport is situated, and to the continuing suspension of Gibraltar Airport

from European Community aviation measures existing as at 18 September 2006 as between Member States, in accordance with the Ministerial statement on Gibraltar Airport agreed in Cordoba on 18 September 2006.

ARTICLE 2

Grant of Rights

1. Each Party grants to the other Party the following rights for the conduct of air transportation by the airlines of the other Party:
 - (a) the right to fly across its territory without landing;
 - (b) the right to make stops in its territory for non-traffic purposes;
 - (c) to the extent permitted in this Agreement, the right to make stops in its territory on the routes specified in this Agreement for the purpose of taking up and discharging traffic in passenger and cargo, including mail, separately or in combination; and
 - (d) the rights otherwise specified in this Agreement.
2. Each Party also grants the rights specified in paragraphs 1(a) and (b) of this Article to the other Party for airlines of the other Party other than those referred to under Article 3 (Designation, Authorisation and Revocation) of this Agreement.

ARTICLE 3

Designation, Authorisation and Revocation

1. The Parties recognise as constituting a designation under this Agreement the licenses or other forms of authorisation issued by the other Party for the conduct of air services under this Agreement. Upon request by the aeronautical authorities of one Party, the aeronautical authorities of the other Party which issued the licence or other form of authorisation shall verify the status of such licences or authorisations.
2. On receipt of applications from a designated airline of one Party, in the form and manner prescribed, the other Party shall, consistent with its laws and regulations, grant requested authorisations and permissions to that airline to operate the air services with minimum procedural delay, provided that:
 - (a) such airline qualifies under the laws and regulations normally applied by the aeronautical authorities of the Party granting the authorisations and permissions;
 - (b) such airline complies with the laws and regulations of the Party granting the authorisations and permissions;
 - (c) subject to Annex 2, in the case of an airline of Canada, effective control of the airline is vested in nationals of either Party, the airline is licensed as a Canadian airline, and the airline has its principal place of business in Canada; in the case of an airline of a Member State, effective control of the airline is vested in nationals of either Party, Iceland, Liechtenstein, Norway or Switzerland, the airline is licensed as a Community airline, and the airline has its principal place of business in a Member State; and

(d) the airline otherwise operates in a manner consistent with the conditions set out in this Agreement.

3. A Party may withhold the authorisations or permissions referred to in paragraph 2 of this Article, and revoke, suspend, impose conditions or limit the operating authorisations or permissions or otherwise suspend or limit the operations of an airline or airlines of the other Party in the event of failure by that airline to comply with the provisions of paragraph 2 or where it has been determined by a Party that conditions in the territory of the other Party are not consistent with a fair and competitive environment and are resulting in a significant disadvantage or harm to its airline or airlines, pursuant to paragraph 5 of Article 14 (Competitive Environment).
4. The rights enumerated in paragraph 3 of this Article shall be exercised only after consultations in the Joint Committee unless immediate action is essential to prevent infringement of the laws and regulations referred to in paragraph 2 or unless safety or security requires action in accordance with the provisions of Article 6 (Civil Aviation Safety) and Article 7 (Civil Aviation Security).

ARTICLE 4

Investment

Each Party shall permit full ownership of its airlines by nationals of Canada or a Member State or States subject to the conditions in Annex 2 of this Agreement.

ARTICLE 5

Application of Laws

Each Party shall require compliance with:

(a) its laws, regulations and procedures relating to the admission to, remaining in, or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft, by airlines upon entrance into, departure from and while within the said territory; and

(b) its laws and regulations relating to the admission to, remaining in, or departure from its territory of passengers, crew members and cargo including mail (such as regulations relating to entry, clearance, transit, civil aviation security, immigration, passports, customs and quarantine) by airlines and by or on behalf of such passengers, crew members and cargo including mail, upon transit of, admission to, departure from and while within the said territory. In the application of such laws and regulations, each Party shall, under similar circumstances, accord to airlines treatment no less favourable than that accorded to its own or any other airline engaged in similar international air services.

ARTICLE 6

Civil Aviation Safety

1. The Parties reaffirm the importance of close cooperation in the field of civil aviation safety. In that context, the Parties shall engage in further cooperation including in relation to air

operations, notably to allow the sharing of information which may have an impact on the safety of international air navigation, the participation in each other's oversight activities or conducting joint oversight activities in the field of civil aviation safety and the development of joint projects and initiatives, including with third countries. This cooperation shall be developed in the framework of the Agreement on Civil Aviation Safety between Canada and the European Community, done at Prague on 6 May 2009, with respect to matters covered by that Agreement.

2. Certificates of airworthiness, certificates of competency and licences, issued or rendered valid by one Party, through its aeronautical authorities, in accordance with the applicable provisions of the Agreement on Civil Aviation Safety between Canada and the European Community, shall be recognised as valid by the other Party and its aeronautical authorities for the purpose of operating the air services, provided that such certificates or licences were issued or rendered valid pursuant to, and in conformity with, as a minimum, the standards established under the Convention.
3. If the privileges or conditions of the licences or certificates referred to in paragraph 2 above, issued by the aeronautical authorities of one Party to any person or airline or in respect of an aircraft used in the operation of the air services, should permit a difference that is lower than the minimum standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, or if those authorities should apply a standard or standards that are higher than, or other than, standards established under the Convention, the other Party may request consultations between the Parties in the framework of the Joint Committee with a view to clarifying the practice in question. Until such time as consultations may lead to a consensus and, in the spirit of a regime of reciprocal acceptance of each others' certificates and licenses, the Parties shall continue to recognise the certificates and licenses rendered valid by the aeronautical authorities of the other Party. Where the Agreement on Civil Aviation Safety between Canada and the European Community, done at Prague on 6 May 2009, has provisions governing the reciprocal acceptance of certificates and licenses, each party shall apply those provisions.
4. Consistent with applicable laws and within the framework of the Agreement on Civil Aviation Safety between Canada and the European Community, done at Prague on 6 May 2009, with respect to matters covered by that Agreement the Parties undertake to achieve reciprocal acceptance of certificates and licences.
5. A Party or its responsible aeronautical authorities may request at any time consultations with the other Party or its responsible aeronautical authorities concerning the safety standards and requirements maintained and administered by those aeronautical authorities. If, following such consultations, the Party or its responsible aeronautical authorities, which requested the consultations, find that the other Party or its responsible aeronautical authorities do not effectively maintain and administer safety standards and requirements in these areas, that, unless otherwise decided, are at least equal to the minimum standards established pursuant to the Convention, the other Party or its responsible aeronautical authorities shall be notified of such findings and the steps considered necessary to conform with these minimum standards. Failure by the other Party or its responsible aeronautical authorities to take appropriate corrective action within fifteen (15) days, or such other period as may be decided, shall constitute grounds for the Party or its responsible aeronautical authorities, which requested the consultations, to revoke, suspend or limit the operating authorisations or technical permissions or to otherwise suspend or limit the operations of an airline, the safety oversight of which is the responsibility of the other Party or its responsible aeronautical authorities.
6. Each Party accepts that any aircraft operated by or, on behalf of, an airline of one Party, may, while within the territory of the other Party, be the subject of a ramp inspection by the

aeronautical authorities of the other Party, to verify the validity of the relevant aircraft documents, and those of its crew members and the apparent condition of the aircraft and its equipment, provided that such examination does not cause an unreasonable delay in operation of the aircraft.

7. If the aeronautical authorities of one Party, after carrying out a ramp inspection, find that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention or there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention, the aeronautical authorities of that Party shall notify the aeronautical authorities of the other Party that are responsible for the safety oversight of the airline operating the aircraft of such findings and the steps considered necessary to conform with these minimum standards. Failure to take appropriate corrective action within fifteen (15) days shall constitute grounds for revoking, suspending or limiting the operating authorisations or technical permissions or to otherwise suspend or limit the operations of the airline operating the aircraft. The same determination may be made in the case of denial of access for ramp inspection.
8. Each Party, through its responsible aeronautical authorities, shall have the right to take immediate action including the right to revoke, suspend or limit the operating authorisations or technical permissions or otherwise suspend or limit the operations of an airline of the other Party, if they conclude that it is necessary in view of an immediate threat to civil aviation safety. Where practicable, the Party taking such measures shall endeavour to consult the other Party beforehand.
9. Any action by a Party or its responsible aeronautical authorities in accordance with paragraphs 5, 7 or 8 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 7

Civil Aviation Security

1. Consistent with their rights and obligations under international law, the 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. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, done at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, done at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, done at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Aviation, done at Montreal on 24 February 1988, and the Convention on the Marking of Plastic Explosives for the Purpose of Detection, done at Montreal on 1 March 1991, and any other multilateral agreement governing civil aviation security binding upon the Parties.
3. The Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other acts of unlawful interference against the safety of such aircraft, their passengers and crew members, airports and air navigation facilities, and any other threat to the security of civil aviation.
4. The Parties shall act in conformity with the civil aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Convention

on International Civil Aviation to the extent that such security provisions are applicable to the Parties. The Parties shall require that operators of aircraft of their registry, operators of aircraft who have their principal place of business or permanent residence in their territory, and the operators of airports in their territory act in conformity with such civil aviation security provisions. Accordingly, each Party, upon request, shall provide the other Party notification of any difference between its regulations and practices and the civil aviation security standards of the Annexes referred to in this paragraph, where these differences exceed or complement such standards and have relevance for the operators of the other Party. Either Party may at any time request consultations, to be held without unreasonable delay, with the other Party to discuss any such differences.

5. With full regard and mutual respect for the sovereignty of states, each Party agrees that operators of aircraft referred to in paragraph 4 of this Article may be required to observe the civil aviation security provisions referred to in that paragraph required by the other Party for entry into, departure from, or while within the territory of that other Party. Each Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to exercise security controls on passengers, crew members, baggage, carry-on items, cargo, mail and aircraft stores prior to boarding or loading.
6. The Parties agree to work towards achieving mutual recognition of each other's security standards and to cooperate closely on quality control measures on a reciprocal basis. The Parties also agree, where appropriate, and on the basis of decisions to be taken by Parties separately, to create preconditions for implementing one-stop security for flights between the territories of the Parties, meaning the exemption of transfer passengers, transfer baggage, and/or transfer cargo from re-screening. To this end, they shall establish administrative arrangements allowing for consultations on existing or planned civil aviation security measures and for cooperation and for sharing of information on quality control measures implemented by the Parties. The Parties shall consult each other on planned security measures of relevance for operators located in the territory of the other Party to such administrative arrangements.
7. Each Party shall, as far as may be practicable, meet any request from the other Party for reasonable special security measures to meet a particular threat for a specific flight or a specific series of flights.
8. The Parties agree to cooperate on security inspections undertaken by them in either territory through the establishment of mechanisms, including administrative arrangements, for the reciprocal exchange of information on results of such security inspections. The Parties agree to consider positively requests to participate, as observers, in security inspections undertaken by the other Party.
9. When an incident or threat of an incident of unlawful seizure of civil aircraft or other acts of unlawful interference against the safety of such aircraft, their passengers and crew members, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and taking other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
10. When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, that Party, through its responsible authorities, may request consultations. Such consultations shall start within fifteen (15) days of receipt of such a request. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for the Party that requested the consultations to take action to withhold, revoke, suspend or impose appropriate conditions on the authorisations of the airlines of the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the Party that believes that the other Party

has departed from the provisions of this Article may take appropriate interim action at any time.

11. Without prejudice to the need to take immediate action in order to protect transportation security, the Parties affirm that when considering security measures, a Party shall evaluate possible adverse economic and operational effects on the operation of air services under this Agreement and, to the extent permitted by law, shall take such factors into account when it determines what measures are necessary and appropriate to address those security concerns.

ARTICLE 8

Customs Duties, Taxes and Charges

1. Each Party shall, to the fullest extent possible under its national laws and regulations, and on the basis of reciprocity, exempt airlines of the other Party with respect to their aircraft operated in international air transport, their regular equipment, fuel, lubricants, consumable technical supplies, ground equipment, spare parts (including engines), aircraft stores (including but not limited to such items as food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transport from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges that are imposed by the Parties, and not based on the cost of services provided.
2. Each Party shall also exempt, to the fullest extent possible under national laws and regulations and on the basis of reciprocity, from the taxes, levies, duties, fees and charges referred to in paragraph 1 of this Article, with the exception of charges based on the cost of the service provided:
 - (a) aircraft stores introduced into or supplied in the territory of a Party and taken on board, within reasonable limits, for use on outbound aircraft of an airline of the other Party engaged in international air transport, even when these stores are to be used on a part of the journey performed over the said territory;
 - (b) ground equipment and spare parts (including engines) introduced into the territory of a Party for the servicing, maintenance, or repair of aircraft of an airline of the other Party used in international air transport as well as computer equipment and component parts for the handling of passengers or cargo, or security checks;
 - (c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft of an airline of the other Party engaged in international air transport, even when these supplies are to be used on a part of the journey performed over the said territory; and
 - (d) printed matter, including airline tickets, ticket covers, airway bills and other related advertising materials distributed without charge by the airline.
3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft used by an airline of a Party, may be unloaded in the territory of the other Party only with the approval of the Customs authorities of that territory. In such case, they may be required to 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 by this Article shall also be available where the airlines of a Party have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs 1 and 2 of this Article.
5. The provisions of the respective conventions in force between a Member State and Canada for the avoidance of double taxation on income and on capital are not altered by this Agreement.

ARTICLE 9

Statistics

1. Each Party shall provide to the other Party statistics that are required by domestic laws and regulations, and, upon request, other available statistical information as may be reasonably required for the purpose of reviewing the operation of the air services.
2. The Parties shall cooperate in the framework of the Joint Committee to facilitate the exchange of statistical information between them for the purpose of monitoring the development of the air services.

ARTICLE 10

Consumer Interests

1. Each Party recognises the importance of protecting the interests of consumers and may take or may require airlines to take, on a non-discriminatory basis, reasonable and proportionate measures concerning the following matters, including but not limited to:
 - (a) requirements to protect funds advanced to airlines;
 - (b) denied boarding compensation initiatives;
 - (c) passenger refunds;
 - (d) public disclosure of the identity of an air carrier actually operating the aircraft;
 - (e) financial fitness of its own airlines;
 - (f) passenger injury liability insurance; and
 - (g) setting accessibility measures.
2. The Parties endeavour to consult each other, within the framework of the Joint Committee, on matters of consumer interest, including their planned measures, with a view to achieve compatible approaches to the extent possible.

ARTICLE 11

Availability of Airports and Aviation Facilities and Services

1. Each Party shall ensure that airports, airways, air traffic control and air navigation services, civil aviation security, ground handling, and other related facilities and services that are

provided in its territory shall be available for use by the airlines of the other Party on a non-discriminatory basis at the time arrangements for use are made.

2. To the fullest extent possible, Parties shall take all reasonable measures to ensure effective access to facilities and services, subject to legal, operational and physical constraints and on the basis of fair and equal opportunity, and transparency with respect to the procedures for gaining access.
3. Each Party shall ensure that its procedures, guidelines and regulations to manage slots applicable to airports in its territory are applied in a transparent, effective and non-discriminatory manner.
4. If a Party believes that the other Party is in violation of this Article, it may notify the other Party of its findings and request consultations under paragraph 4 of Article 17 (Joint Committee).

ARTICLE 12

Charges for Airports and Aviation Facilities and Services

1. Each Party shall ensure that user charges that may be imposed by its competent charging authorities or bodies on the airlines of the other Party for the use of air navigation and air traffic control services shall be just, reasonable, cost-related and not unjustly discriminatory. In any event, any such user charges shall be assessed on the airlines of the other Party on terms not less favourable than the most favourable terms available to any other airline.
2. Each Party shall ensure that user charges that may be imposed by its competent charging authorities or bodies on the airlines of the other Party for the use of airport, civil aviation security and related facilities and services shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. These charges may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport and civil aviation security facilities and services at that airport or within that airport's system. These charges may include a reasonable return on assets, after depreciation. Facilities and services for which user charges are made shall be provided on an efficient and economic basis. In any event, these charges shall be assessed on the airlines of the other Party on terms not less favourable than the most favourable terms available to any other airline at the time the charges are assessed.
3. Each Party shall encourage consultations between the competent charging authorities or bodies in its territory and the airlines or their representative bodies using the services and facilities, and shall encourage the competent charging authorities or bodies and the airlines or their representative bodies to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 1 and 2 of this Article. Each Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable those authorities to consider the views expressed by the users before changes are made.
4. No Party shall be held, in dispute resolution procedures pursuant to Article 21 (Settlement of Disputes), to be in breach of a provision of this Article, unless:
 - (a) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Party within a reasonable amount of time; or

(b) following such a review, it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

ARTICLE 13

Commercial Framework

1. Each Party shall allow a fair and equal opportunity for the airlines of the other Party to provide the air services under this Agreement.

Capacity

2. Each Party shall allow any airline of the other Party to determine the frequency and capacity of the air services it offers under this Agreement based upon the airline's commercial considerations in the marketplace. No Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the airlines of the other Party, nor shall it require the filing of schedules, programmes for charter flights, or operations plans by airlines of the other Party, except as may be required for technical, operational or environmental (local air quality and noise) reasons under uniform conditions consistent with Article 15 of the Convention.

Codesharing

3. (a) Subject to the regulatory requirements normally applied to such operations by each Party, any airline of the other Party may enter into cooperative arrangements for the purposes of:

(i) holding out its air services on the specified routes by selling transportation under its own code on flights operated by any airline of Canada, or of Member States, and/or of any third country; and/or a surface land or marine transportation provider of any country,

(ii) carrying traffic under the code of any other airline where such other airline has been authorised by the aeronautical authorities of a Party to sell transportation under its own code on flights operated by any airline of a Party.

(b) A Party may require all airlines involved in codesharing arrangements to hold the appropriate underlying route authority.

(c) A Party shall not withhold permission for codesharing services identified in paragraph 3(a)(i) of this Article on the basis that the airline operating the aircraft does not have the right to carry traffic under the codes of other airlines.

(d) The Parties shall require all airlines in such codesharing arrangements to ensure that passengers are fully informed of the identity of the operator and the mode of transportation for each segment of the journey.

Ground Handling

4. Each Party shall permit the airlines of the other Party when operating in its territory:

(a) on the basis of reciprocity, to perform their own ground handling in its territory and, at their option, to have ground handling services provided in whole or in part by any agent authorised by its competent authorities to provide such services; and

(b) to provide ground handling services for other airlines operating at the same airport, where authorised and consistent with applicable laws and regulations.

5. The exercise of the rights set forth in paragraphs 4(a) and (b) of this Article shall be subject only to physical or operational constraints resulting primarily from considerations of airport safety or security. Any constraints shall be applied uniformly and on terms no less favourable than the most favourable terms available to any airline of any country engaged in similar international air services at the time the constraints are imposed.

Airline Representatives

6. Each Party shall permit:

(a) the airlines of the other Party on the basis of reciprocity, to bring into and to maintain in its territory their representatives and commercial managerial, sales, technical, operational, and other specialist staff, as required in connection with their services;

(b) these staff requirements at the option of the airlines of the other Party, to be satisfied by their own personnel or, by using the services of any other organisation, company or airline operating in its territory and authorised to perform such services for other airlines; and

(c) the airlines of the other Party to establish offices in its territory for the promotion and sale of air transportation and related activities.

7. Each Party shall require the representatives and staff of the airlines of the other Party to be subject to its laws and regulations. Consistent with such laws and regulations:

(a) each Party shall, with the minimum of delay, grant the necessary employment authorisations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 6 of this Article; and

(b) each Party shall facilitate and expedite the approval of any requirement for employment authorisations for personnel performing certain temporary duties not exceeding ninety (90) days.

Sales, Local Expenses, and Transfer of Funds

8. Each Party shall permit the airlines of the other Party:

(a) to engage in the sale of air transportation in its territory directly or, at the discretion of the airlines, through their agents and to sell transportation in the currency of its territory or, at the discretion of the airlines, in freely convertible currencies of other countries, and any person shall be free to purchase such transportation in currencies accepted by those airlines;

(b) to pay local expenses, including purchases of fuel, in its territory in local currency, or at the discretion of the airlines, in freely convertible currencies; and

(c) to convert and remit abroad, on demand, funds obtained in the normal course of their operations. Such conversion and remittance shall be permitted without restrictions or delay at the foreign exchange market rates for current payments prevailing at the time of submission of the request for transfer, and shall not be subject to any charges except normal service charges collected by banks for such transactions.

Intermodal Services

9. Each Party shall permit airlines operating:

(a) passenger-combination services, to employ land or maritime surface transportation in connection with the air services. Such transportation may be provided by the airlines through arrangements with surface carriers, or the airlines may elect to perform the surface transportation themselves;

(b) cargo services, to employ without restriction in connection with the air services any land or maritime surface transportation for cargo to or from any points in the territories of the Parties, or in third countries, including transport to and from all airports with customs facilities and including, where applicable, to transport cargo in bond under applicable laws and regulations; access to airport customs processing and facilities for cargo moving by surface or by air; and to elect to perform their own cargo surface transportation, subject to domestic laws and regulations governing such transportation, or to provide it through arrangements with other surface carriers, including surface transportation operated by airlines of any other country; and

(c) intermodal services, to offer, at a single through price air and surface transportation combined, provided that passengers and shippers are not misled as to the facts concerning such transportation.

Pricing

10. The Parties shall permit prices to be freely established by the airlines on the basis of free and fair competition. Neither Party shall take unilateral action against the introduction or continuation of a price for international transportation to or from its territory.
11. The Parties shall not require prices to be filed with aeronautical authorities.
12. The Parties shall permit aeronautical authorities to discuss matters such as, but not limited to, prices which may be unjust, unreasonable or discriminatory.

Computer Reservation Systems

13. The Parties shall apply their respective laws and regulations relating to the operations of Computer Reservation Systems in their territories on a fair and non-discriminatory basis.

Franchising and Branding

14. The airlines of any Party may provide air services under this Agreement, pursuant to a franchising or branding arrangement with companies, including airlines, provided that the airline providing the air services holds the appropriate route authority, the conditions prescribed under domestic laws and regulations are met, and subject to the approval of aeronautical authorities.

Wet Leasing

15. For the purposes of providing the air services under this Agreement, provided that the airline providing the air services and the operator of the aircraft in such arrangements hold the appropriate authorities, airlines of the Parties may provide air services under this Agreement using aircraft and flight crew provided by other airlines, including from other countries, subject to the approval of aeronautical authorities. For the purposes of this paragraph, airlines operating the aircraft shall not be required to have underlying route authority.

Charter/Non-scheduled Flights

16. The provisions set out in Articles 4 (Investment), 5 (Application of Laws), 6 (Civil Aviation Safety), 7 (Civil Aviation Security), 8 (Customs Duties, Taxes and Charges), 9 (Statistics),

10 (Consumer Interests), 11 (Availability of Airports and Aviation Facilities and Services), 12 (Charges for Airports and Aviation Facilities and Services), 13 (Commercial Framework), 14 (Competitive Environment), 15 (Air Traffic Management), 17 (Joint Committee) and 18 (Environment) of this Agreement apply as well to charters and other non-scheduled flights operated by air carriers of one Party into or from the territory of the other Party.

17. When granting requested authorisations and permissions to an air carrier on receipt of applications to operate charters and other non-scheduled flights, the Parties shall act with minimum procedural delay.

ARTICLE 14

Competitive Environment

1. The Parties acknowledge that it is their joint objective to have a fair and competitive environment for the operation of the air services. The Parties recognise that fair competitive practices by airlines are most likely to occur where these airlines operate on a fully commercial basis and are not state subsidised. They recognise that matters, such as, but not limited to the conditions under which airlines are privatised, the removal of competition distorting subsidies, equitable and non-discriminatory access to airport facilities and services and to computer reservation systems are key factors to achieve a fair and competitive environment.
2. If a Party finds that conditions exist in the territory of the other Party that would adversely affect a fair and competitive environment and its airlines' operation of the air services under this Agreement, it may submit observations to the other Party. Furthermore, it may request a meeting of the Joint Committee. The Parties accept that the degree to which the objectives in the Agreement related to a competitive environment may be undermined by a subsidy or other intervention is a legitimate subject for discussion in the Joint Committee.
3. Issues that may be raised under this Article 14 include, but are not limited to, capital injections, cross subsidisation, grants, guarantees, ownership, tax relief or tax exemption, protection against bankruptcy or insurance by any government entities. Subject to paragraph 4 of Article 14, a Party, upon notification to the other Party, may approach responsible government entities in the territory of the other Party including entities at the state, provincial or local level to discuss matters relating to this Article.
4. The Parties recognise the cooperation between their respective competition authorities as evidenced by the Agreement between the Government of Canada and the European Communities regarding the Application of their Competition Laws, done at Bonn on 17 June 1999.
5. If, following consultations in the Joint Committee, a Party believes that the conditions referred to in paragraph 2 of Article 14 persist and are likely to result in significant disadvantage or harm being caused to its airline or airlines, it may take action. A Party may take action under this paragraph from the earlier of the establishment, by a decision of the Joint Committee, of procedures and criteria by the Joint Committee for the exercise of such action or one year from the date that this Agreement is applied provisionally by the Parties or enters into force. Any action taken pursuant to this paragraph shall be appropriate, proportionate and restricted with regard to scope and duration to what is strictly necessary. It shall be exclusively directed towards the entity benefiting from the conditions referred to in paragraph 2, and shall be without prejudice to the right of any Party to take action under Article 21 (Settlement of Disputes).

ARTICLE 15

Air Traffic Management

The Parties shall cooperate on addressing safety oversight and policy issues relating to air traffic management, with a view to optimising overall efficiency, reducing cost, and enhancing the safety and capacity of existing systems. The Parties shall encourage their air navigation service providers to continue to collaborate on interoperability to further integrate both sides' systems where possible, to reduce the environmental impact of aviation, and to share information where appropriate.

ARTICLE 16

Continuation of Designations and Authorisations

1. Any airline of Canada or of a Member State holding a current designation from its respective government under an air transport agreement with Canada superseded by this Agreement shall be deemed to be an airline designated to conduct air services.
2. Any airline of Canada or of a Member State holding a licence or authorisation issued by the aeronautical authorities of a Party valid for the operation of air services on the date of entry into force of this Agreement shall, pending issuance of any new or amended licence or authorisation under this Agreement, continue to have all the authorities provided in the said licence or authorisation and be deemed to have therein the authority to operate air services as provided for in this Agreement.
3. Nothing in this Article shall prevent an airline of a Party not referred to in paragraphs 1 or 2 of this Article from being designated or authorised to conduct air services.

ARTICLE 17

Joint Committee

1. The Parties hereby establish a committee composed of representatives of the Parties (hereinafter referred to as the "Joint Committee").
2. The Joint Committee shall identify aeronautical authorities and other competent authorities for matters covered under this Agreement and facilitate contacts between them.
3. The Joint Committee shall meet as and when necessary and at least once a year. Either Party may request the convening of a meeting.
4. A Party may also request a meeting of the Joint Committee to consult regarding any question relating to the interpretation or application of this Agreement and to seek to resolve any concerns raised by the other Party. Such a meeting shall begin at the earliest possible date, but not later than two months from the date of receipt of the request, unless the Parties decide otherwise.
5. The Joint Committee shall adopt decisions where expressly provided by the Agreement.
6. The Joint Committee shall foster cooperation between the Parties and may consider any matter related to the operation or implementation of this Agreement, including, but not limited to:

- (a) reviewing market conditions affecting air services under this Agreement;
 - (b) exchanging information, including advising as to changes to domestic law and policies, which affect the Agreement;
 - (c) considering potential areas for the further development of the Agreement, including the recommendation of amendments to the Agreement;
 - (d) recommending conditions, procedures, and amendments required for new Member States to become Parties to this Agreement; and
 - (e) discussing issues related to investment, ownership and control, and confirming when the conditions for the progressive opening of traffic rights as set out in Annex 2 of this Agreement are met.
7. The Joint Committee shall develop cooperation and foster expert-level exchanges on new legislative or regulatory initiatives.
 8. The Joint Committee shall adopt, by decision, its rules of procedure.
 9. All decisions of the Joint Committee shall be made by consensus.

ARTICLE 18

Environment

1. The Parties recognise the importance of protecting the environment when developing and implementing international aviation policy.
2. Without prejudice to the rights and obligations of the Parties under international law and the Convention, each Party within its own sovereign jurisdiction shall have the right to take and apply the appropriate measures to address the environmental impacts of air transport provided that such measures are applied without distinction as to nationality.
3. The Parties recognise that the costs and benefits of measures to protect the environment must be carefully weighed in developing international aviation policy. When a Party is considering proposed environmental measures, it should evaluate possible adverse effects on the exercise of rights contained in this Agreement, and, if such measures are adopted, it should take appropriate steps to mitigate any such adverse effects.
4. The Parties recognise the importance of working together, and within the framework of multilateral discussions, to consider the effects of aviation on the environment and the economy, and to ensure that any mitigating measures are fully consistent with the objectives of this Agreement.
5. When environmental measures are established, the aviation environmental standards adopted by the International Civil Aviation Organization in Annexes to the Convention shall be followed except where differences have been filed.
6. The Parties shall endeavour to consult each other on matters of the environment, including on planned measures likely to have a significant effect on the international air services covered by this Agreement, with a view to achieve compatible approaches to the extent possible. Consultations shall start within 30 days of receipt of such a request, or any other period of time where mutually determined.

ARTICLE 19

Labour Matters

1. The Parties recognise the importance of considering the effects of this Agreement on labour, employment and working conditions.
2. Either Party may request a meeting of the Joint Committee under Article 17 in order to discuss the labour matters referred to in paragraph 1 of this Article.

ARTICLE 20

International Cooperation

The Parties may bring to the Joint Committee under Article 17 issues related to:

- (a) air transport and international organisations;
- (b) possible developments in relations between the Parties and other countries in air transport; and
- (c) trends in bilateral or multilateral arrangements including, where possible, proposals on the development of coordinated positions in these fields.

ARTICLE 21

Settlement of Disputes

1. If any dispute arises between the Parties relating to the interpretation or application of this Agreement they shall in the first place endeavour to settle it through formal consultations within the Joint Committee. Such formal consultations shall begin as soon as possible and notwithstanding paragraph 4 of Article 17 within a period of no more than 30 days from the date of receipt by one Party of the written request made by the other Party, referring to this Article, unless otherwise decided by the Parties.
2. If the dispute is not resolved within 60 days of the receipt of the request for formal consultations, it may be referred to a person or body for decision by consent of the Parties. If the Parties do not so consent, the dispute shall, at the request of either Party be submitted to arbitration by a tribunal of three arbitrators in accordance with the procedures set forth below.
3. Within 30 days from the receipt of a request for arbitration each Party to the dispute shall nominate an independent arbitrator. The third arbitrator shall be appointed within a further period of 45 days by agreement between the two arbitrators named by the Parties. If either of the 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 Party to appoint an arbitrator or arbitrators as the case requires. If the President is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment. In all cases the third arbitrator shall be a national of a third State, shall act as President of the Tribunal and shall determine the place where arbitration will be held.

4. The Tribunal shall establish its own rules of procedure and the timetable for the proceedings.
5. At the request of a Party the Tribunal may order the other Party to the dispute to implement interim relief measures pending the Tribunal's final determination.
6. The Tribunal shall attempt to render a written decision within 180 days from the receipt of the request for arbitration. The decision of the majority of the Tribunal shall prevail.
7. If the Tribunal determines that there has been a violation of this Agreement and the responsible Party does not cure the violation, or does not reach a resolution with the other Party to the dispute on a mutually satisfactory solution within 30 days after notification of the Tribunal's decision, the other Party may suspend the application of equivalent benefits arising under this Agreement until such time as the dispute has been resolved.
8. The expenses of the Tribunal shall be shared equally between the Parties to the dispute.
9. For the purposes of this Article, the European Community and the Member States shall act together.

ARTICLE 22

Amendment

Any amendment to this Agreement may be mutually determined by the Parties pursuant to consultations held in conformity with Article 17 (Joint Committee) of this Agreement. Amendments shall come into force in accordance with the terms set out in Article 23 (Entry into Force and Provisional Application).

ARTICLE 23

Entry into Force and Provisional Application

1. This Agreement shall enter into force one month after the date of the latest diplomatic note in which the Parties confirm that all necessary procedures for the entry into force of this Agreement have been completed. For purposes of this exchange, the European Community and its Member States nominate the General Secretariat of the Council of the European Union. Canada shall deliver to the General Secretariat of the Council of the European Union the diplomatic note(s) to the European Community and its Member States, and the General Secretariat of the Council of the European Union shall deliver to Canada the diplomatic notes from the European Community and its Member States. The diplomatic note or notes from the European Community and its Member States shall contain communications from each Member State confirming that its necessary procedures for entry into force of this Agreement have been completed.
2. Notwithstanding paragraph 1 of this Article, the Parties agree to provisionally apply this Agreement in accordance with the provisions of domestic law of the Parties from the first day of the month following the date of the latest note by which the Parties have notified each other of the completion of the relevant domestic procedures to provisionally apply this Agreement.

ARTICLE 24

Termination

A Party may at any time give notice in writing through diplomatic channels to the other Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization and the United Nations Secretariat. The Agreement shall terminate one (1) year after the date of receipt of the notice by the other Party, unless the notice to terminate is withdrawn by mutual consent before the expiry of this period. In the absence of an acknowledgement of receipt by the other Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization and the United Nations Secretariat.

ARTICLE 25

Registration of the Agreement

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization and the United Nations Secretariat, in accordance with Article 102 of the Charter of the United Nations, following its entry into force. The other Party shall be informed of registration as soon as this has been confirmed by the Secretariats of the International Civil Aviation Organization and the United Nations.

ARTICLE 26

Relationship to Other Agreements

1. If the Parties become parties to a multilateral agreement, or endorse a decision adopted by the International Civil Aviation Organisation or another international intergovernmental organisation, that addresses matters covered by this Agreement, they shall consult in the Joint Committee to determine the extent to which this Agreement is affected by the provisions of the multilateral agreement or decision and whether this Agreement should be revised to take into account such developments.
2. During the period of provisional application pursuant to paragraph 2 of Article 23 (Entry into Force and Provisional Application) of the Agreement, the bilateral agreements listed in Annex 3 of this Agreement shall be suspended except to the extent provided in Annex 2 of this Agreement. Upon entry into force pursuant to paragraph 1 of Article 23 of this Agreement, this Agreement shall supersede the relevant provisions of the bilateral agreements listed in Annex 3 of this Agreement except to the extent provided in Annex 2 of this Agreement.

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

DONE in duplicate at Brussels on this seventeenth day of December, 2009 in the Bulgarian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovene, Spanish, Swedish languages, each version being equally authentic.

ANNEX 1

ROUTE SCHEDULE

1. For the purposes of paragraph 1(c) of Article 2 of this Agreement each Party shall permit the airlines of the other Party to provide transportation on the routes specified hereunder:

(a) For the airlines of Canada:

Points Behind – Points in Canada – Intermediate Points – Points in and within Member States – Points Beyond

(b) For the airlines of the European Community:

Points Behind – Points in Member States – Intermediate Points – Points in and within Canada – Points Beyond

2. Airlines of a Party may on any or all flights and at their option:

(a) operate flights in either or both directions;

(b) combine different flight numbers within one aircraft operation;

(c) serve behind, intermediate and beyond points and points in the territory of any Party and in any combination or any order;

(d) omit stops at any point or points;

(e) transfer traffic from any of its aircraft to any of its other aircraft without any limitation as to change in type or number of aircraft operated at any point;

(f) serve points behind any point in that Party's territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services;

(g) make stopovers at any points whether within or outside the territory of either Party;

(h) carry transit traffic at intermediate points and at points in the territory of the other Party;

(i) combine traffic on the same aircraft regardless of where such traffic originates; and

(j) provide service through codesharing consistent with paragraph 3 of Article 13 (Commercial Framework) of this Agreement; without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement.

ANNEX 2

ARRANGEMENTS FOR THE AVAILABILITY OF RIGHTS

SECTION 1

Ownership and Control of the Airlines of both Parties

1. Notwithstanding Article 4 (Investment), ownership of a Party's airlines by nationals of all other Parties shall be allowable, on the basis of reciprocity, to the extent permitted by Canada's domestic laws and regulations for foreign investment in airlines.

2. Notwithstanding paragraph 2(c) of Article 3 (Designation, Authorisation and Revocation) and Article 4 (Investment) of the Agreement, the following provision shall apply with respect to ownership and control of airlines in place of paragraph 2(c) of Article 3 (Designation, Authorisation and Revocation) until the laws and regulations referred to in paragraph 2(c) and (d) of Section 2 of this Annex dictate otherwise:

“in the case of an airline of Canada, substantial ownership and effective control of the airline are vested in nationals of Canada, the airline is licensed as a Canadian airline, and the airline has its principal place of business in Canada; in the case of an airline of a Member State, substantial ownership and effective control of the airline is vested in nationals of Member States, Iceland, Liechtenstein, Norway or Switzerland, the airline is licensed as a Community airline, and the airline has its principal place of business in a Member State”.

SECTION 2

Progressive Availability of Traffic Rights

1. When exercising the traffic rights set out in paragraph 2 of this Section, the airlines of the Parties shall enjoy the operational flexibilities permitted in paragraph 2 of Annex 1.

2. Notwithstanding the traffic rights set out in Annex 1 of this Agreement:

(a) when the national laws and regulations of both Parties permit nationals of the other Party to own and control up to a total of 25 per cent of the voting interests of their airlines, the following rights shall apply:

(i) for passenger-combination and all-cargo services, for Canadian airlines, the right to provide international transportation between any Points in Canada and any Points in Member States; for Community airlines, the right to provide air services between any Points in Member States and any Points in Canada. In addition, for passenger-combination and all-cargo services, for airlines of a Party, the right to provide international transportation to and from Points in third countries via any points in the territory of that Party with or without change of aircraft or flight number and hold out and advertise such services to the public as through services;

(ii) for all-cargo services, for airlines of both Parties, the right to provide international transportation between the territory of the other Party and points in third countries in conjunction with services between points in its territory and points in the territory of the other Party;

(iii) for passenger-combination and all-cargo services, for airlines of both Parties, operating rights that are provided for in bilateral air transport agreements between Canada and Member States listed in Section 1 of Annex 3, and the operating rights in arrangements that were being applied between Canada and individual Member States, as specified in Section 2 of Annex 3. With respect to beyond fifth freedom rights specified in this subparagraph, all limitations other than geographic limitations, limitations as to the number of points and specified frequency limitations shall no longer apply; and

(iv) for greater certainty, the rights contained in subparagraph (i) and (ii) above shall be available where no bilateral agreement or arrangement existed on the date of provisional application or entry into force of this Agreement, or where the rights in an agreement that were available immediately prior to provisional application or entry into force of this Agreement are not as liberal as the rights contained in subparagraph (i) and (ii) above;

(b) when the national laws and regulations of both Parties permit nationals of the other Party to own and control up to a total of 49 per cent of the voting interests of their airlines, the following rights additional to subparagraph 2(a) shall apply:

(i) for passenger-combination services, for the airlines of both Parties, fifth freedom rights shall be available at any Intermediate Points, and for Canadian airlines, between any Points in Member States and any Points in other Member States, provided that in the case of Canadian airlines the service includes a Point in Canada, and in the case of Community airlines the service includes a Point in any Member State;

(ii) for passenger-combination services, for the airlines of Canada, fifth freedom rights shall be available between any Points in Member States and any Points in Morocco, Switzerland, the European Economic Area, and other members of the European Common Aviation Area; and

(iii) for all-cargo services, for the airlines of a Party, without a requirement to serve a Point in the territory of that Party, the right to provide international transportation between Points in the territory of the other Party and Points in third countries;

(c) when the national laws and regulations of both Parties permit the nationals of the other Party to establish an airline in their territory for domestic and international air services, and pursuant to paragraphs 5, 6(e) and 9 of Article 17 (Joint Committee) of this Agreement, the following rights additional to subparagraphs 2(a) and (b) shall apply:

(i) for passenger-combination services, for airlines of both Parties, fifth freedom rights shall be available to any Points Beyond without frequency limitations;

(d) when the national laws and regulations of both Parties permit the full ownership and control of their airlines by nationals of the other Party and both Parties permit full application of Annex 1, pursuant to paragraphs 5, 6(e) and 9 of Article 17 (Joint Committee) of this Agreement and pursuant to a confirmation by the Parties through their respective procedures, the provisions of Annex 2 above shall no longer apply and Annex 1 shall take effect.

ANNEX 3

BILATERAL AGREEMENTS BETWEEN CANADA AND THE MEMBER STATES OF THE EUROPEAN COMMUNITY

SECTION 1

As provided in Article 26 of this Agreement, the following bilateral agreements between Canada and the Member States shall be suspended or superseded by this Agreement:

(a) The Republic of Austria: Agreement between the Government of Canada and the Austrian Federal Government on Air Transport, signed 22 June 1993;

(b) The Kingdom of Belgium: Agreement between the Government of Canada and the Government of Belgium on Air Transport, signed 13 May 1986;

(c) The Czech Republic: Agreement between the Government of Canada and the Government of the Czech Republic on Air Transport, signed 13 March 1996; Exchange of Notes amending the Agreement, signed 28 April 2004 and 28 June 2004;

(d) The Kingdom of Denmark: Agreement between Canada and Denmark for Air Services between the Two Countries, signed 13 December 1949; Exchange of Notes between Canada and Denmark relating to the Air Agreement signed between the two Countries at Ottawa, 13 December 1949, signed 13 December 1949; Exchange of Notes between Canada and Denmark modifying the Agreement of 1949 Concerning Air Services, signed 16 May 1958;

(e) The Republic of Finland: Agreement between the Government of Canada and the Government of Finland for Air Services between and beyond their Respective Territories, signed 28 May 1990. Exchange of Notes constituting an Agreement amending the Agreement between the Government of Canada and the Government of Finland for Air Services between and beyond their Respective Territories, done at Helsinki on 28 May 1990, signed 1 September 1999;

(f) The French Republic: Air Transport Agreement between the Government of Canada and the Government of the French Republic, signed 15 June 1976 Exchange of Notes between the Government of Canada and the Government of the French Republic amending the Air Transport Agreement signed in Paris 15 June 1976, signed 21 December 1982;

(g) The Federal Republic of Germany: Air Transport Agreement between the Government of Canada and the Government of the Federal Republic of Germany, signed 26 March 1973; Exchange of Notes between the Government of Canada and the Government of the Federal Republic of Germany amending the Air Transport Agreement signed at Ottawa on 26 March 1973, signed 16 December 1982 and 20 January 1983;

(h) The Hellenic Republic: Agreement between the Government of Canada and the Government of the Hellenic Republic on Air Transport, signed 20 August 1984; Exchange of Notes constituting an Agreement between the Government of Canada and the Government of the Hellenic Republic amending the Agreement on Air Transport, done at Toronto on 20 August 1984, signed 23 June 1995 and 19 July 1995;

(i) The Republic of Hungary: Agreement between the Government of Canada and the Government of the Republic of Hungary on Air Transport, signed 7 December 1998;

(j) Ireland: Agreement between Canada and Ireland for Air Services between the two countries, signed 8 August 1947; Exchange of Notes (19 April and 31 May 1948) between Canada and Ireland amending the Agreement for Air Services between the two countries, signed 31 May 1948; Exchange of Notes between Canada and Ireland constituting an Agreement amending the Annex to the Air Agreement of 8 August 1947, signed 9 July 1951. Exchange of Notes between Canada and Ireland modifying the Air Agreement of 8 August 1947 between the two countries, signed 23 December 1957;

(k) The Italian Republic: Agreement between Canada and Italy for Air Services, signed 2 February 1960; Exchange of Notes between the Government of Canada and the Government of the Republic of Italy constituting an Agreement to Amend the Agreement for Air Services as specified in the Agreed Minute of April 28, 1972, signed 28 August 1972;

(l) The Kingdom of the Netherlands: Agreement between the Government of Canada and the Government of the Kingdom of the Netherlands relating to Air Transport, signed 2 June 1989; Exchange of Notes between the Government of Canada and the Government of the Kingdom of the Netherlands constituting an Agreement relating to the Operation of Non-scheduled (charter) Flights, signed 2 June 1989;

(m) The Republic of Poland: Air Transport Agreement between the Government of Canada and the Government of the Polish People's Republic, signed 14 May 1976; Exchange of Notes constituting an agreement between the Government of Canada and the Government

of the Polish People's Republic relating to Articles IX, XI, XIII and XV of the Air Transport Agreement signed 14 May 1976, signed at the same date;

(n) The Portuguese Republic: Agreement between the Government of Canada and the Government of Portugal for Air Services between Canadian and Portuguese Territories, signed 25 April 1947; Exchange of Notes between the Government of Canada and the Government of Portugal amending Paragraph 3 and 4 of the Annex to the Agreement for Air Services between the two countries signed at Lisbon 25 April 1947, signed 24 and 30 April 1957. Exchange of Notes between Canada and Portugal amending Paragraph 7 of the Annex to the Agreement for Air Services between the two countries, signed 5 and 31 March 1958;

(o) Romania: Agreement between the Government of Canada and the Government of the Socialist Republic of Romania on Civil Air Transport, signed 27 October 1983;

(p) The Kingdom of Spain: Agreement between the Government of Canada and the Government of Spain on Air Transport, signed 15 September 1988;

(q) The Kingdom of Sweden: Agreement between Canada and Sweden for Air Services between Canadian and Swedish Territories, signed 27 June 1947; Exchange of Notes between Canada and Sweden supplementing the Agreement for Air Services between Canadian and Swedish Territories, signed 27 June and 28 June 1947. Exchange of Notes between Canada and Sweden modifying the Agreement of 1947 concerning air services, signed 16 May 1958; and

(r) The United Kingdom of Great Britain and Northern Ireland: Agreement between the Government of Canada and the Government of the United Kingdom of Great Britain and Northern Ireland Concerning Air Services, signed 22 June 1988.

SECTION 2

For the purposes of Annex 2, Section 2, the following rights shall be available in accordance with subparagraph 2(a)(iii):

Part 1 for the Airlines of Canada

In conjunction with the operation of passenger-combination services between Canada and individual Member States, and in the operation of all-cargo services, airlines of Canada shall enjoy the following rights:

text="Member State Traffic Rights Bulgaria Fifth freedom rights shall be available at two points to be named which may be served intermediate to and/or beyond Sofia. Czech Republic Fifth freedom rights shall be available at up to four points of Canada's choice, intermediate to or beyond Prague and one additional point in the Czech Republic. Denmark Fifth freedom rights shall be available between Copenhagen and: (a) Amsterdam and Helsinki; or (b) Amsterdam and Moscow. Amsterdam may be served as an intermediate point or as a point beyond. Helsinki and Moscow are to be served as points beyond. Germany Fifth freedom traffic rights may be exercised between intermediate points in Europe and points in Federal Republic of Germany and between points in the Federal Republic of Germany and points beyond. Greece Fifth freedom rights shall be available at points intermediate to and/or beyond Athens and two additional points in Greece, excluding points in Turkey and Israel. The total number of intermediate points and points beyond that may be served at any one time with fifth freedom rights shall not exceed five of which no more than four may be intermediate points. Ireland Fifth freedom rights shall be available between points in Ireland and intermediate points, and between points in Ireland and points beyond Ireland. For all-cargo services, the right shall be available to provide international transportation between points in Ireland and points in third countries without a requirement to serve a point in Canada. Italy Fifth freedom traffic rights

shall be available between two intermediate points in Europe and Rome and/or Milan. Intermediate points with fifth freedom rights may also be served as points beyond. Poland Fifth freedom rights shall be available between Warsaw and two intermediate points in Europe to be selected by Canada from the following: Brussels, Copenhagen, Prague, Shannon, Stockholm, Vienna, Zurich. Portugal Fifth freedom traffic rights shall be available between points in Portugal and intermediate points, and between points in Portugal and points beyond Portugal. Spain Intermediate and beyond fifth freedom rights shall be available: (a) Between Madrid and three additional points in Spain, and points in Europe, (except for Munich, Denmark, Sweden, Norway, Italy and the Republics of the former USSR); and (b) Between Madrid and one other point in Spain and points in Africa and the Middle East, as defined by ICAO in Document 9060-AT/723. Not more than four fifth freedom rights shall be exercised at any one time. Sweden Fifth freedom rights shall be available between Stockholm and: (a) Amsterdam and Helsinki; or (b) Amsterdam and Moscow. Amsterdam may be served as an intermediate point or as a point beyond. Helsinki and Moscow are to be served as points beyond. United Kingdom Fifth freedom rights shall be available between points in the United Kingdom and intermediate points, and between points in the United Kingdom and points beyond. For all-cargo services, the right shall be available to provide international transportation between points in the United Kingdom and points in third countries without a requirement to serve a point in Canada. Part 2 for the Airlines of the European Community In conjunction with the operation of passenger-combination services between individual Member States and Canada, and in the operation of all-cargo services, Community airlines shall enjoy the following rights: Member State Traffic Rights Belgium Fifth freedom traffic rights shall be available between Montreal and two points beyond in the United States of America located east of and including Chicago and north of and including Washington D.C. Bulgaria Fifth freedom rights may be exercised at one beyond point in the United States of America east of and excluding Chicago and north of and including Washington, D.C. No fifth freedom rights shall be available if Montreal and Ottawa are co-terminalled. No fifth freedom rights shall be available at intermediate points. Czech Republic Fifth freedom rights shall be available between Montreal and two beyond points in the United States of America, north of and including Washington, D.C. and east of and including Chicago. Denmark Fifth freedom rights shall be available between Montreal and Chicago and between Montreal and Seattle. Chicago may be served as an intermediate point or as a point beyond. Seattle may only be served as a point beyond. Germany Fifth freedom traffic rights shall only be available between Montreal and one beyond point in Florida. As an alternative, fifth freedom traffic rights shall be available between Montreal and two beyond points in the Continental United States of America excluding points in the states of California, Colorado, Florida, Georgia, Oregon, Texas and Washington. Greece Fifth freedom traffic rights shall be available between Montreal and Boston or between Montreal and Chicago or beyond Toronto to one point to be named by the Hellenic Republic in the United States of America, with the exception of points in California, Texas and Florida. Ireland Fifth freedom rights shall be available between points in Canada and intermediate points, and between points in Canada and points beyond Canada. For all-cargo services, the right shall be available to provide international transportation between points in Canada and points in third countries without a requirement to serve a point in Ireland. Italy Fifth freedom traffic rights shall be available between two intermediate points in the northeast United States of America (north of and including Washington; east of and including Chicago) and Montreal and/or Toronto. Intermediate points with fifth freedom rights may also be served as points beyond. Poland Fifth freedom rights shall be available between Montreal and New York as an intermediate or beyond point. Portugal Fifth freedom traffic rights shall be available between points in Canada and intermediate points, and between points in Canada and points beyond. Spain Intermediate and beyond fifth freedom rights shall be available: (a) Between Montreal and three additional points in Canada, and Chicago, Boston, Philadelphia, Baltimore, Atlanta, Dallas/Ft. Worth and Houston; and (b) Between Montreal and Mexico City. Not more than four fifth freedom rights shall be exercised at any one time. Sweden Fifth freedom rights shall be available between Montreal and Chicago and between Montreal and Seattle. Chicago may be served as an intermediate point or as a point beyond. Seattle may only be served as a point beyond. United Kingdom Fifth

freedom rights shall be available between points in Canada and intermediate points and between points in Canada and points beyond Canada. For all-cargo services, the right shall be available to provide international transportation between points in Canada and points in third countries without a requirement to serve a point in the United Kingdom."

SECTION 3

Notwithstanding Section 1 of this Annex, for areas that are not included within the definition of "Territory" in Article 1 of this Agreement, the agreements in paragraphs (d) The Kingdom of Denmark, (f) The French Republic, (l) The Kingdom of the Netherlands, and (r) The United Kingdom of Great Britain and Northern Ireland shall continue to apply, according to their terms.

The parties take note of the following declarations:

Declaration by the European Community and its Member States on the EU-Canada Air Transport Agreement to be made at the signature

"With regard to Article 26 (2), the European Community and its Member States confirm that the phrase "the bilateral agreements in force listed in Annex 3 shall be suspended except to the extent provided for in Annex 2" has the same effect as stating that the relevant provisions in the Agreement shall prevail over the relevant provisions of the bilateral agreements in force listed in Annex 3."

Declaration by the European Community and its Member States on the EU-Canada Air Transport Agreement to be made at the signature

"The European Community and its Member States clarify that the Air Transport Agreement between the European Community and its Member States on the one part, and Canada, on the other part, in particular in its Article 8, does not provide for the exemption from Value Added Tax (VAT), with the exception of turnover tax on imports, and does not preclude Member States from taxing aviation fuel for domestic or intra-Community flights in line with Council Directive 2003/96/EC."

3. člen

Za izvajanje tega sporazuma skrbi Ministrstvo za promet.

4. člen

Ta zakon začne veljati petnajsti dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 326-06/11-13/10

Ljubljana, dne 19. oktobra 2011

EPA 2183-V

Državni zbor Republike Slovenije Ljubo Germič l.r. Predsednik