

No. 44854*

**Lithuania
and
Republic of Moldova**

Air Services Agreement between the Government of the Republic of Lithuania and the Government of the Republic of Moldova (with annex). Vilnius, 5 April 1996

Entry into force: *3 June 1998 by notification, in accordance with article 21*

Authentic texts: *English, Lithuanian and Moldovan*

Registration with the Secretariat of the United Nations: *Lithuania, 26 March 2008*

**Lituanie
et
République de Moldova**

Accord entre le Gouvernement de la République de Lituanie et le Gouvernement de la République de Moldova relatif aux services aériens (avec annexe). Vilnius, 5 avril 1996

Entrée en vigueur : *3 juin 1998 par notification, conformément à l'article 21*

Textes authentiques : *anglais, lituanien et moldave*

Enregistrement auprès du Secrétariat des Nations Unies : *Lituanie, 26 mars 2008*

** The texts reproduced below are the original texts of the agreement as submitted. For ease of reference, they were sequentially paginated. Their final UNTS version is not yet available.*

Les textes reproduit ci-dessous sont les textes authentiques de l'accord tel que soumises pour l'enregistrement. Pour référence, ils ont été présentés sous forme de la pagination consécutive. Leur version finale RTNU n'est pas encore disponible.

[ENGLISH TEXT – TEXTE ANGLAIS]

**AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA
AND
THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA**

The Government of the Republic of Lithuania and the Government of the Republic of Moldova, hereinafter referred to as “the Contracting Parties”;

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944;

Desiring to conclude an Agreement in conformity with and supplementary to the said Convention for the purpose of establishing scheduled air services between and beyond their respective territories;

Have agreed as follows:

**Article 1
DEFINITIONS**

1. For the purposes of this Agreement, unless the context otherwise requires:

- a) the term “the Chicago Convention” means the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes and Convention adopted under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;
- b) the term “aeronautical authorities” means, in the case of the Republic of Lithuania, the Ministry of Transport, and in the case of Republic of Moldova, the State CAA, or, in both cases, any other person or body authorized to perform any functions at present exercised by the said aeronautical authorities;
- c) the term “designated airline” means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;
- d) the terms “territory”, “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meanings respectively assigned to them in Articles 2 and 96 of the Chicago Convention;
- e) the term “Annex” means the Annex to this Agreement or as amended in accordance with the provisions of paragraph 2 of Article 18 of this Agreement;
- f) the terms “agreed service” and “specified route” means international air service pursuant to Article 2 of this Agreement and the route specified in the Annex;
- g) the term “tariff” means the prices to be charged for the carriage of passengers, baggage or cargo (excluding mail), including any significant additional benefits to be furnished or made available in conjunction with such carriage, and the commission to be paid on the sales of tickets for the carriage of persons, or on corresponding transactions for the carriage of cargo. It includes also the conditions that govern the applicability of the price for carriage or the payment of commission;
- h) the term “user charge” means a charge made to airlines by the competent authorities for the use of an airport or air navigation facilities for aircraft, their crews, passengers and cargo;
- i) the term “capacity” means:

- in relation to an aircraft, the payload of that aircraft available on the route or section of a route;
 - in relation to an agreed service, the capacity of the aircraft used on such service multiplied by the frequency operated by that aircraft over a given period and route or section of a route.
2. The Annex forms an integral part of this Agreement and all references to this Agreement shall include reference to the Annex unless otherwise provided.
 3. Titles given to the Articles of this Agreement are for reference purposes only.

Article 2

GRANT OF TRAFFIC RIGHTS

1. Each Contracting Party grants to the other Contracting Party the following rights in respect of the latter Party's international air services:
 - a) the right to fly across its territory without landing;
 - b) the right to make stops in its territory for non-traffic purposes.
2. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Annex to this Agreement. While operating an agreed service on a specified route an airline designated by each Contracting Party shall enjoy, in addition to the rights specified in paragraph 1 of this Article, the right to make stops in the territory of the other Contracting Party at the points specified for that route in the Annex for the purpose of taking up and/or putting down international traffic in passengers, cargo and mail, separately or in combination.
3. Nothing in paragraph 2 of this Article shall be deemed to confer on a designated airline of one Contracting Party the right of taking up, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3

DESIGNATION OF AIRLINES AND OPERATING AUTHORIZATION

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party airline for the purpose of operating the agreed services on the specified routes.
2. Each Contracting Party shall have the right to withdraw or alter such designation.
3. On receipt of such a written designation, the aeronautical authorities of the other Contracting Party shall, subject to the provisions of paragraph 4 of this Article and paragraph 1 of Article 4, without delay grant to each designated airline the appropriate operating authorization.
4. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations applied to the operation of international air services by such authorities in conformity with the provisions of the Chicago Convention.
5. When an airline has been so designated and authorized it may at any time begin to operate the agreed services, provided that the airline complies with all applicable provisions of this Agreement, including those relating to tariffs.

Article 4

REFUSAL, REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATION

1. The aeronautical authorities of each Contracting Party shall have the right to refuse to grant or to revoke an operating authorization or to suspend the exercise of the rights specified in

Article 2 of this Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of those rights:

- a) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals; or
- b) in case of failure by that airline to comply with the laws and/or regulations of the Contracting Party granting the rights; or
- c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate revocation or suspension of the operating authorization or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws and/or regulations, such right shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party. Such consultations shall begin within a period of fifteen (15) days from the date, when the other Contracting Party receives such request in writing.

Article 5 USER CHARGES

The charges levied in the territory of either Contracting Party for the use of airports and other aviation facilities by the aircraft of any designated airline of the other Contracting Party shall not be higher than those levied on aircraft of a national airline engaged in similar international air services.

Article 6 EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft operated on international air services by a designated airline of one Contracting Party, as well as their regular equipment, supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempted from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment, supplies and stores remain on board the aircraft up to such time as they are reexported.

2. There shall also be exempt from the 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 taken on board in the territory of one Contracting Party within reasonable limits, for use on an outbound aircraft engaged in an international air service of a designated airline of the other Contracting Party;
- b) spare parts, including engines, introduced into the territory of one Contracting Party for the maintenance or repair of aircraft engaged in an international air service of a designated airline of the other Contracting Party;
- c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of one Contracting Party for use in an aircraft engaged in an international air service of a designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the other Contracting Party, in which territory they are taken on board.

3. Materials referred to in paragraph 2 of this Article may be required to be kept under Customs supervision or control.

4. The regular airborne equipment, as well as the materials and supplies retained on board aircraft operated by a designated airline of one Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Contracting Party. In such case, they may be placed under the supervision of the said

authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

5. Necessary airline documents, such as timetables, air tickets and air waybills, intended for the use of a designated airline of one Contracting Party and introduced into the territory of the other Contracting Party, shall be exempted from customs duties and similar charges in the latter territory.

6. Baggage and cargo in direct transit across the territory of a Contracting Party shall be exempted from customs duties, fees and other similar charges not based on the cost of services on arrival or departure.

Article 7

CAPACITY PROVISIONS

1. The designated airlines of the Contracting Parties shall have fair and equal opportunity to operate the agreed services on any route specified in the Annex to this Agreement.

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

3. The agreed services provided by the designated airlines of the Contracting Parties shall retain as their primary objective the provision, at a reasonable load factor, of capacity adequate to the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail, coming from or destined for the territory of the Contracting Party which has designated the airline.

4. The capacity to be provided on the specified routes shall be such as is from time to time jointly determined and approved by the aeronautical authorities of the Contracting Parties.

Article 8

APPROVAL OF TRAFFIC PROGRAMMES

1. The airline designated by one Contracting Party shall submit its traffic programmes (for the Summer and Winter Traffic periods) for approval to the aeronautical authorities of the other Contracting Party at least thirty (30) days prior to the beginning of the operation. The programme shall include in particular the timetables, the frequency of the services, the types of aircraft to be used and number of seats available. The aeronautical authorities shall give their decision on such traffic programme submissions within twenty (20) days from the date the airline concerned submits its programme for approval.

2. Each alteration in the traffic programme as well as requests for permission to operate additional flights shall be submitted by the airline designated by one Contracting Party for approval to the aeronautical authorities of the other Contracting Party. Such requests for alteration or for additional flights shall be dealt with promptly by the aeronautical authorities.

Article 9

INFORMATION AND STATISTICS

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request, such information and statistics relating to traffic carried on the agreed services by the designated airline of the first Contracting Party to and from the territory of the other Contracting Party as may normally be prepared and submitted to its national aeronautical authorities. Any additional statistical traffic data which the aeronautical authorities of one Contracting Party may desire shall, upon