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GENERALNI SEKRETARIAT VLADE  
REPUBLIKE SLOVENIJE

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**ZADEVA: Zakon o ratifikaciji Sporazuma o zračnem prometu med Vlado Republike Slovenije in Vlado Države Katar – predlog za obravnavo**

**1. Predlog sklepov vlade:**

Na podlagi tretjega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 - uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 76/08, 108/09 in 80/10 – ZUTD) in drugega odstavka 2. člena Zakona o Vladi Republike Slovenije (Uradni list RS, št. 24/05 - uradno prečiščeno besedilo, 109/08, 38/10 – ZUKN in 8/12) je Vlada Republike Slovenije na ..... seji dne ..... sprejela naslednji sklep:

Vlada Republike Slovenije je določila besedilo Predloga zakona o ratifikaciji Sporazuma o zračnem prometu med Vlado Republike Slovenije in Vlado Države Katar, sklenjenega v Dohi dne 1. februarja 2012, in ga predloži Državnemu zboru Republike Slovenije.

Sklep prejmejo:

- Ministrstvo za zunanje zadeve,
- Ministrstvo za infrastrukturo in prostor

Priloga:

- predlog zakona z obrazložitvijo.

**2.a Osebe, odgovorne za strokovno pripravo in usklajenost gradiva:**

- Robert Kojc, v.d. generalnega direktorja Direktorata za mednarodno pravo in zaščito interesov Ministrstva za zunanje zadeve;
- Mihael Zupančič, vodja Sektorja za mednarodno pravo Ministrstva za zunanje zadeve.

**2.b Predstavniki vlade, ki bodo sodelovali pri delu Državnega zbora:**

- Karl Erjavec, minister za zunanje zadeve;
- Zvone Črnač, minister za infrastrukturo in prostor;
- dr. Božo Cerar, državni sekretar Ministrstva za zunanje zadeve;
- dr. Igor Šalamun, državni sekretar v Ministrstvu za infrastrukturo in prostor;
- Robert Kojc, v.d. generalnega direktorja Direktorata za mednarodno pravo in zaščito interesov Ministrstva za zunanje zadeve;
- mag. Bojan Žlender, po pooblastilu št. 020-1/2012/27-00621157, z dne 27. 9. 2012, Direktorat za promet, Ministrstvo za infrastrukturo in prostor;

<ul style="list-style-type: none"> <li>- Mihael Zupančič, vodja Sektorja za mednarodno pravo Ministrstva za zunanje zadeve;</li> <li>- Damjan Horvat, po pooblastilu št. 113-15/2005/14-00621158, z dne 4. 10. 2012, Oddelek za letalstvo, Sektor za regulativo in mednarodne standarde, Direktorat za promet Ministrstva za infrastrukturo in prostor.</li> </ul>		
<b>3. Gradivo se sme objaviti na svetovnem spletu:</b>		DA
<b>4.a Predlog za obravnavo predloga zakona po nujnem oziroma skrajšanem postopku v Državnem zboru RS z obrazložitvijo razlogov:</b>		
/		
<b>4.b Predlog za skrajšanje poslovnih rokov z obrazložitvijo razlogov:</b>		
/		
<b>5. Kratek povzetek gradiva</b>		
Sporazum o zračnem prometu med Vlado Republike Slovenije in Vlado države Katar je podlaga za vzpostavitev in izvajanje zračnega prometa med ozemljema obeh držav in zunaj njunih ozemelj. Gre za tipski sporazum za katerega sklenitev in izvajanje sta zainteresirani obe državi.		
<b>6. Presoja posledic</b>		
a)	na javnofinančna sredstva v višini, večji od 40 000 EUR v tekočem in naslednjih treh letih	NE
b)	na usklajenost slovenskega pravnega reda s pravnim redom Evropske unije	NE
c)	administrativne posledice	NE
č)	na gospodarstvo, posebej na mala in srednja podjetja ter konkurenčnost podjetij	NE
d)	na okolje, kar vključuje tudi prostorske in varstvene vidike	NE
e)	na socialno področje	NE
f)	na dokumenta razvojnega načrtovanja: <ul style="list-style-type: none"> <li>- na nacionalne dokumente razvojnega načrtovanja,</li> <li>- na razvojne politike na ravni programov po strukturi razvojne klasifikacije programskega proračuna</li> <li>- na razvojne dokumente Evropske unije in mednarodnih organizacij</li> </ul>	NE
<b>7.a Predstavitev ocene finančnih posledic, višjih od 40 000 EUR</b>		
/		

<b>I. Ocena finančnih posledic, ki niso načrtovane v sprejetem proračunu</b>				
	Tekoče leto (t)	t+1	t+2	t+3
Predvideno povečanje (+) ali zmanjšanje (-) prihodkov državnega proračuna				
Predvideno povečanje (+) ali zmanjšanje (-) prihodkov občinskih proračunov				
Predvideno povečanje (+) ali zmanjšanje (-) odhodkov državnega proračuna				
Predvideno povečanje (+) ali zmanjšanje (-) odhodkov občinskih proračunov				
Predvideno povečanje (+) ali zmanjšanje (-) obveznosti za druga javna finančna sredstva				
<b>II. Finančne posledice za državni proračun</b>				
<b>II.a. Pravice porabe za izvedbo predlaganih rešitev so zagotovljene:</b>				
Ime proračunskega uporabnika	Šifra ukrepa, projekta/Naziv ukrepa, projekta	Šifra PP /Naziv PP	Znesek za tekoče leto (t)	Znesek za t+1
<b>SKUPAJ:</b>				
<b>II.b. Manjkajoče pravice porabe se bodo zagotovile s prerazporeditvijo iz:</b>				
Ime proračunskega uporabnika	Šifra ukrepa, projekta/Naziv ukrepa, projekta	Šifra PP /Naziv PP	Znesek za tekoče leto (t)	Znesek za t+1
<b>SKUPAJ:</b>				
<b>II.c. Načrtovana nadomestitev zmanjšanih prihodkov oz. povečanih odhodkov proračuna:</b>				
Novi prihodki		Znesek za tekoče leto (t)	Znesek za t+1	

<b>SKUPAJ:</b>		
<p><b>7.b Predstavitev ocene finančnih posledic, nižjih od 40 000 EUR</b></p> <p>Gradivo nima nikakršnih učinkov na področjih iz tretje alineje tretjega odstavka 8. člena Poslovnika Vlade RS, oziroma ima zanemarljive finančne učinke (pod 40 000 € v tekočem in naslednjih treh letih).</p>		
<p><b>8. Predstavitev sodelovanja javnosti</b></p>		
Gradivo je bilo predhodno objavljeno na spletni strani predlagatelja		NE
<p><b>9. Predstavitev medresorskega usklajevanja</b></p>		
<p>Gradivo je bilo poslano v medresorsko usklajevanje:</p> <p>- Službi Vlade RS za zakonodajo</p>		
<p>Datum pošiljanja:</p>		
/Gradivo je usklajeno:	<b>v celoti / v pretežni meri / delno</b>	
	Bistvena odprta vprašanja:	
	- ... - ....	
Priložiti mnenja organov, s katerimi gradivo ni usklajeno/		
<b>10. Gradivo je lektorirano</b>		DA
<p><b>11. Zahteva predlagatelja za</b></p>		
a)	obravnava neusklajenega gradiva	NE
b)	za nujnost obravnave	NE
c)	obravnava gradiva brez sodelovanja javnosti	NE
<b>12. Pri pripravi gradiva so bile upoštevane zahteve iz Resolucije o normativni dejavnosti</b>		NE
<p><b>13. Gradivo je uvrščeno v delovni program vlade</b></p> <p>Ena od nalog Ministrstva za zunanje zadeve, ki je navedena v točki 2.11 2. poglavja koalicijske pogodbe, je tudi sklepanje mednarodnih pogodb. Zaradi same narave postopka sklepanja mednarodnih pogodb te niso poimensko navedene v koalicijski pogodbi.</p>		DA
<p><b>14. Gradivo je pripravljeno na podlagi sklepa vlade št. ... z dne ...</b></p>		
<p><b>Karl Erjavec</b> <b>MINISTER</b></p>		

**ZAKON O RATIFIKACIJI  
SPORAZUMA O ZRAČNEM PROMETU MED VLADO REPUBLIKE SLOVENIJE IN VLADO  
DRŽAVE KATAR**

1. člen

Ratificira se Sporazum o zračnem prometu med Vlado Republike Slovenije in Vlado Države Katar, sklenjen v Dohi 1. februarja 2011.

2. člen

Besedilo sporazuma se v izvirniku v slovenskem in angleškem jeziku glasi\*:

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\* Besedilo sporazuma v arabskem jeziku je na vpogled v Sektorju za mednarodno pravo Ministrstva za zunanje zadeve.

## **SPORAZUM O ZRAČNEM PROMETU**

**MED**

**VLADO REPUBLIKE SLOVENIJE**

**IN**

**VLADO DRŽAVE KATAR**

**Vlada Republike Slovenije in Vlada Države Katar (v nadaljnjem besedilu pogodbenici) sta se**

kot pogodbenici Konvencije o mednarodnem civilnem letalstvu, ki je bila na voljo za podpis v Chicagu 7. decembra 1944,

ob zavedanju vse večjega pomena mednarodnega zračnega prometa in v želji, da skleneta sporazum o vzpostavitvi in izvajanju zračnega prometa med njunima ozemljema in zunaj njunih ozemelj,

dogovorili:

### **1. ČLEN POMEN IZRAZOV**

V tem sporazumu, razen če sobesedilo ne zahteva drugače:

- a. izraz »konvencija« pomeni Konvencijo o mednarodnem civilnem letalstvu, ki je bila na voljo za podpis v Chicagu 7. decembra 1944, ter vključuje vsako prilogo, sprejeto na podlagi 90. člena konvencije, in vsako spremembo prilog ali konvencije v skladu z njenim 90. in 94. členom, če te priloge in spremembe veljajo za obe pogodbenici;
- b. izraz »pristojni organ« pomeni za Republiko Slovenijo Ministrstvo za promet in za Državo Katar predsednika Uprave za civilno letalstvo ali v obeh primerih katero koli osebo ali organ, pristojen za naloge, ki jih trenutno opravljata omenjena organa;
- c. izraz »sporazum« pomeni ta sporazum, njegove priloge in njegove morebitne spremembe;
- d. izrazi »zračni promet«, »mednarodni zračni promet«, »prevoznik« in »pristanek v nekomercialne namene« imajo pomen, kot je določeno v 96. členu konvencije;
- e. izraz »določeni prevoznik« pomeni prevoznika, ki je bil določen in pooblaščen v skladu s 3. členom tega sporazuma;
- f. izraz »zmogljivost« v zvezi z letalom pomeni nosilnost letala na tej progi ali delu proge; v zvezi z dogovorjenim prometom pomeni zmogljivost letala, ki se uporablja v tem prometu, pomnoženo s frekvenco operacij takega letala v določenem časovnem obdobju na progi ali delu proge;
- g. »država članica Evropske skupnosti« pomeni državo, ki je podpisala Pogodbo o ustanovitvi Evropske skupnosti;
- h. izraz »tarifa« pomeni cene za mednarodni prevoz potnikov, prtljage in tovara ter pogoje, pod

katerimi te cene veljajo, vključno s ceno in pogoji za agencijo ter druge pomožne storitve, izvzeta pa so plačila in pogoji za prevoz pošte;

i. izraz »ozemlje« ima pomen, ki mu je dodeljen v 2. členu konvencije;

j. izraz »pristojbina za uporabnike« pomeni pristojbino, zaračunano prevoznikom za uporabo objektov in služb letališč, navigacijskih naprav ali služb za varovanje v letalstvu;

k. sklicevanje na letalskega prevoznika Republike Slovenije je treba razumeti kot sklicevanje na letalskega prevoznika, ki ga določi Republika Slovenija;

l. sklicevanje na državljane Republike Slovenije je treba razumeti kot sklicevanje na državljane držav članic Evropske unije.

## **2. ČLEN PODELITEV PRAVIC**

1. Pri opravljanju rednega mednarodnega zračnega prometa določenih letalskih prevoznikov pogodbenica prizna drugi pogodbenici:

- a) pravico do preleta svojega ozemlja brez pristanka,
- b) pravico do pristanka na svojem ozemlju v nekomercialne namene,
- c) pravico do pristanka v krajih na progah iz drugega odstavka, zaradi vkrcanja ali izkrcanja potnikov, prtljage, tovora in pošte, ki prihajajo ali so namenjeni v kraje na določenih progah,
- d) druge pravice, določene s tem sporazumom.

2. Vsaka pogodbenica določenemu letalskemu prevozniku druge pogodbenice prizna pravice, določene v tem sporazumu, zaradi opravljanja rednega mednarodnega zračnega prometa na progah, navedenih v ustreznem delu pregleda prog, ki je priloga tega sporazuma. Tak promet in proge pomenijo »dogovorjeni promet« in »določene proge«.

3. Nobena določba tega člena ne daje določenemu letalskemu prevozniku ene pogodbenice pravice, da za plačilo ali najemnino na ozemlju druge pogodbenice vkrcata potnike, prtljago, tovor in pošto, ločeno ali v kombinaciji, če so namenjeni v drug kraj na ozemlju te pogodbenice (kabotaža).

4. Če določeni letalski prevoznik ene pogodbenice ne more opravljati prevozov na svoji običajni progi zaradi oboroženega spopada, političnih nemirov, posebnih ali izjemnih okoliščin, poskuša druga stranka po svojih najboljših močeh omogočiti nadaljnje opravljanje prevozov tako, da take proge preusmeri, vključno s podelitvijo pravic za obdobje, ki bo potrebno za tako opravljanje prevozov. Te določbe se brez razlikovanja uporabljajo za določenega letalskega prevoznika pogodbenic.

## **3. ČLEN DOLOČITEV PREVOZNIKOV IN IZDAJA DOVOLJENJ ZA OPRAVLJANJE PROMETA**

1. Vsaka pogodbenica ima pravico drugo pogodbenico pisno obvestiti o letalskem prevozniku, ki bo na podlagi sporazuma opravljal dogovorjene storitve, ter preklicati ali

spremeniti pooblastilo.

2. Po prejemu obvestila o določitvi prevoznika in vlog določenega prevoznika v obliki in na način, ki sta predpisana za dovoljenja za opravljanje prevoza in tehnična dovoljenja, druga pogodbenica po najkrajšem postopku izda ustrezno pooblastilo in dovoljenje, če:

- a) za letalskega prevoznika, ki ga določi Republika Slovenija:
  - (i) ima sedež na ozemlju Republike Slovenije po Pogodbi o delovanju Evropske unije ter ima veljavno operativno licenco v skladu z zakonodajo Evropske skupnosti,
  - (ii) država članica Evropske unije, pristojna za izdajo spričevala letalskega prevoznika, opravlja in vzdržuje učinkovit nadzor letalskega prevoznika v skladu s predpisi in je organ nadzora v obvestilu o določitvi prevoznika jasno naveden,
  - (iii) je letalski prevoznik v neposredni ali večinski lasti in ga dejansko nadzirajo država članica Evropske unije ali Evropsko združenje za prosto trgovino in/ali državljani teh držav.
- b) za letalskega prevoznika, ki ga določi Država Katar:
  - (i) ima sedež na ozemlju Države Katar in ima licenco v skladu z veljavno zakonodajo Katarja,
  - (ii) Katar opravlja učinkovit nadzor letalskega prevoznika v skladu s predpisi,
  - (iii) je letalski prevoznik v neposredni ali večinski lasti in ga dejansko nadzirajo Katar in/ali državljani Katarja in/ali pravne osebe Katarja.
- c) Določeni letalski prevoznik je usposobljen za izpolnjevanje pogojev, predpisanih v zakonodaji, ki jo pogodbenica, ki obravnava vlogo ali vloge, navadno uporablja pri opravljanju mednarodnega zračnega prometa.

3. Ko je letalski prevoznik tako določen in pooblaščen, lahko kadar koli začne opravljati dogovorjene storitve, če spoštuje vse ustrezne določbe tega sporazuma.

#### **4. ČLEN**

##### **PREKLIC, ZAČASNI ODVZEM IN OMEJITEV PRAVIC**

1. Pogodbenica lahko letalskemu prevozniku, ki ga določi druga pogodbenica, zavrne, prekliče, začasno odvzame ali omeji dovoljenje za opravljanje prevoza ali tehnično dovoljenje, če:

- a) za letalskega prevoznika, ki ga določi Republika Slovenija:
  - (i) nima sedeža na ozemlju Republike Slovenije po Pogodbi o delovanju Evropske unije ali nima veljavne operativne licence v skladu z zakonodajo Evropske skupnosti,
  - (ii) država članica Evropske unije, pristojna za izdajo dovoljenja za opravljanje zračnih prevozov, ne opravlja in vzdržuje učinkovitega nadzora letalskega prevoznika v skladu s predpisi ali če organ nadzora v obvestilu o določitvi letalskega prevoznika ni izrecno naveden,



(iii) letalski prevoznik ni v neposredni ali večinski lasti, ali ga dejansko ne nadzirajo država članica Evropske unije ali Evropsko združenje za prosto trgovino in/ali državljani teh držav.

Država Katar pri uveljavljanju pravic iz tega odstavka ne sme razlikovati med letalskimi prevozniki Skupnosti na podlagi narodnosti.

b) za letalskega prevoznika, ki ga določi Katar:

(i) nima sedeža na ozemlju Katarja in nima licence v skladu z veljavnimi zakoni in predpisi Katarja,

(ii) Katar ne opravlja učinkovitega nadzora letalskega prevoznika v skladu s predpisi,

(iii) letalski prevoznik ni v neposredni ali večinski lasti, ali ga dejansko ne nadzirajo Katar in/ali državljani Katarja in/ali pravne osebe Katarja;

c) če določeni letalski prevoznik ne izpolnjuje drugih pogojev iz zakonov in predpisov, ki jih pogodbenica, ki je prejela obvestilo o določitvi, uporablja za opravljanje mednarodnih zračnih prevozov,

d) če letalski prevoznik ne deluje v skladu z zakoni in predpisi pogodbenice, ki pravice prizna,

e) če letalski prevoznik ni sposoben opravljati dogovorjenih storitev v skladu s pogoji, ki jih določa ta sporazum.

2. Razen če ni zaradi preprečevanja kršitev navedenih zakonov in predpisov potrebno takojšnje ukrepanje, se pravice iz prvega odstavka tega člena uresničujejo šele po posvetovanju med pristojnima organoma. Posvetovanje se opravi v tridesetih (30) dneh od dneva predloga, razen če ni drugače dogovorjeno.

## **5. ČLEN UPORABA PREDPISOV**

1. Določeni letalski prevoznik pogodbenice mora ob vstopu, izstopu ali bivanju na ozemlju druge pogodbenice spoštovati njene zakone, predpise in postopke, ki urejajo vstop, izstop ali zadrževanje letala, ki opravlja mednarodni zračni prevoz, ali operacije in navigacijo letala. Na ozemlju Republike Slovenije to velja tudi za zakonodajo Evropske unije.

2. Določeni letalski prevoznik pogodbenice mora ob vstopu na ozemlje druge pogodbenice zagotoviti, da se za potnike, posadko, prtljago in tovor upoštevajo zakoni, predpisi in postopki te pogodbenice, ki se nanašajo na potne liste ali druge veljavne potne listine, vstop, vstopne carinske postopke, gotovino, zdravje in karanteno.

## **6. ČLEN OPROSTITEV PLAČILA CARIN, DAVKOV IN DRUGIH DAJATEV**

1. Letala, ki jih določeni prevoznik pogodbenice uporablja v mednarodnem zračnem prometu, ter vstop, izstop ali prelet, gorivo, maziva, nadomestni deli (vključno z motorji), kakor tudi njihova običajna oprema, oprema na letališču, druge potrošne tehnične zaloge, zaloge na letalu (vključno s hrano, pijačo, alkoholom in tobakom) in drugi izdelki za uporabo ali prodajo potnikom med poletom na letalu v omejenih količinah, so ob prihodu na ozemlje druge pogodbenice oproščeni vseh carin, davkov ali dajatev, če oprema in zaloge ostanejo na letalu,

dokler niso ponovno izvoženi, ali se uporabljajo med preletom čez njeno ozemlje.

2. Razen plačil stroškov za opravljene storitve so carin, davkov in dajatev oproščeni tudi:
  - a) zaloge na letalih, natovorjene na ozemlju pogodbenice, v količinah, ki jih določijo organi te pogodbenice, za uporabo na letalu določenega prevoznika druge pogodbenice, ki opravlja mednarodni zračni promet;
  - b) rezervni deli in običajna oprema na letalih, ki je bila na ozemlje pogodbenice pripeljana zaradi vzdrževanja ali popravila letala, ki ga določeni prevoznik druge pogodbenice uporablja v mednarodnem zračnem prometu;
  - c) maziva in druge potrošne tehnične zaloge za uporabo na letalih, ki jih v mednarodnem zračnem prometu uporablja določeni prevoznik druge pogodbenice, tudi kadar so porabljene na delu poti nad ozemljem pogodbenice, na katerem so bile natovorjene;
  - d) predstavitveno in oglaševalsko gradivo, vneseno na ozemlje ali dobavljeno na ozemlju pogodbenice in natovorjeno v razumnih količinah, namenjeno za uporabo na letalu prevoznika druge pogodbenice, ki opravlja mednarodni zračni promet, tudi če se uporablja na delu poti čez ozemlje pogodbenice, na katerem je natovorjeno;
  - e) zaloga natisnjenih vozovnic, letalskih tovornih listov, uniforme za posadko, računalniki, pisarniški stroji in tiskalniki za vozovnice, ki jih določeni prevoznik uporablja za rezervacije in izdajo vozovnic ter tiskano gradivo z natisnjenimi oznakami določenega letalskega prevoznika ter običajno predstavitveno in oglaševalsko gradivo, ki ga letalski prevoznik deli zastonj in je vneseno na ozemlje druge pogodbenice.
3. Za vse gradivo iz drugega odstavka tega člena se lahko zahteva carinski nadzor.
4. Običajna letalska oprema ter material in zaloge na letalih, ki jih uporablja določeni prevoznik pogodbenice, smejo biti raztovorjeni na ozemlju druge pogodbenice le z odobritvijo njenih carinskih organov. V takem primeru so oprema, material in zaloge lahko pod njihovim nadzorom, dokler niso ponovno izvoženi ali drugače porabljeni v skladu s carinskimi predpisi.
5. Oprostitve iz tega člena se uporabljajo tudi, kadar določeni prevoznik pogodbenice sklene dogovor z nekim tretjim prevoznikom o posojilu ali prenosu predmetov, ki so določeni v prvem in drugem odstavku tega člena, na ozemlje druge pogodbenice, če druga pogodbenica takemu tretjemu prevozniku daje podobne oprostitve.

## **7. ČLEN**

### **PRISTOJBINE ZA UPORABNIKE**

1. Pogodbenica lahko določenemu prevozniku druge pogodbenice naloži ali dovoli, da se mu naložijo pravične in primerne pristojbine za uporabo letališč, drugih objektov in letalskih storitev, ki so pod njenim nadzorom.
2. Pristojbine ne smejo biti višje od pristojbin, zaračunanih letalu določenega prevoznika pogodbenice, ki uporablja podobne mednarodne storitve.
3. Pristojbine morajo biti pravične in primerne ter morajo temeljiti na zdravih ekonomskih načelih. Enako velja tudi za pristojbine za obravnavanje potnikov, prtljage in tovora ter za obravnavanje letala na letališčih z enim samim ponudnikom.

## **8. ČLEN**

### **PROMET V NEPOSREDNEM TRANZITU**

Za promet v neposrednem tranzitu čez ozemlje pogodbenice in pri katerem se ne zapušča določeno območje letališča, velja poenostavljen nadzor, razen za ukrepe varovanja za preprečevanje dejanj nezakonitega vmešavanja, kot sta nasilje in zračno piratstvo, ter občasnih ukrepov za boj proti nedovoljeni trgovini z mamili. Prtljaga in tovor v neposrednem tranzitu sta oproščena carinskih dajatev in drugih podobnih davkov.

## **9. ČLEN**

### **PRIZNAVANJE SPRIČEVAL IN LICENC**

1. Spričevala o plovnosti, spričevala o sposobnosti ali licence, ki jih izda ali potrdi pogodbenica, mora v obdobju njihove veljavnosti druga pogodbenica priznati kot veljavna pri opravljanju dogovorjenih storitev, če so zahteve, po katerih so bila spričevala ali licence izdane oziroma potrjene, vsaj enake ali višje kot minimalni standardi, ki se lahko uvedejo skladno s konvencijo.

2. Prvi odstavek velja tudi za letalskega prevoznika, ki ga določi Republika Slovenija, pri katerem predpisani nadzor opravlja druga država članica Evropske unije.

3. Pogodbenica ima pravico, da v zvezi z letom nad svojim ozemljem ali pristankom na njem ne prizna veljavnosti spričeval o sposobnosti in licenc, ki jih je njenim državljanom izdala druga država.

4. Če privilegiji ali pogoji licenc ali spričeval iz prvega odstavka tega člena, ki jih je neki osebi ali določenemu letalskemu prevozniku oziroma v zvezi z letalom, ki leti na določenih progah, izdal pristojni organ pogodbenice, odstopajo od standardov konvencije, o čemer je bila obveščena Mednarodna organizacija civilnega letalstva, lahko pristojni organ druge pogodbenice v skladu s 17. členom tega sporazuma, da bi se prepričal o sprejemljivosti take prakse, zahteva posvetovanje s pristojnim organom prve pogodbenice. Če ni mogoče skleniti zadovoljivega dogovora, nastopijo razlogi za uporabo 5. člena tega sporazuma.

## **10. ČLEN**

### **KOMERCIALNE DEJAVNOSTI**

1. Pogodbenica določenemu letalskemu prevozniku druge pogodbenice na temelju vzajemnosti podeli pravico do tega, da

a) na njenem ozemlju ustanovi predstavništva za oglaševanje letalskih prevozov in prodajo letalskih kart in drugih pomožnih izdelkov in pripomočkov, potrebnih za opravljanje zračnih prevozov v skladu z zakoni in predpisi druge pogodbenice;

b) na ozemlje druge pogodbenice pripelje in na njem obdrži v skladu z zakoni in predpisi druge pogodbenice, ki veljajo za vstop, bivanje in zaposlovanje, vodstveno, prodajno, tehnično, operativno in drugo strokovno osebje, potrebno za zagotavljanje letalskih prevozov;

c) na ozemlju druge pogodbenice neposredno ali po pooblaščenih zastopnikih po svoji izbiri prodaja svoje prevozne storitve. Določeni letalski prevozniki imajo za ta namen pravico uporabljati svoje dokumente za prevozne storitve.

2. Pristojni organ pogodbenice ukrene vse potrebno za zagotovitev predpisanega poslovanja predstavništva letalskega prevoznika, ki ga je določila druga pogodbenica.

3. Določeni letalski prevoznik pogodbenice ima pravico, da na ozemlju druge pogodbenice prodaja prevozne storitve, ki jih vsak lahko kupi v lokalni ali kateri koli prosto zamenljivi valuti drugih držav v skladu z veljavnimi predpisi o menjavi.

4. Vse navedene dejavnosti morajo potekati v skladu z zakoni in predpisi, ki veljajo na ozemlju druge pogodbenice.

## **11. ČLEN ZAMENJAVA IN PRENOS PRIHODKA**

1. Pogodbenica določenemu letalskemu prevozniku druge pogodbenice prizna pravico, da po uradnem menjalnem tečaju v svojo državo prosto nakaže presežek prejemkov nad izdatki od prodaje letalskih prevozov pri dogovorjenih storitvah na ozemlju druge pogodbenice.

2. Določeni letalski prevoznik pogodbenice ima pravico do plačila lokalnih stroškov na ozemlju druge pogodbenice v lokalni valuti, če je to v skladu z lokalnimi predpisi o valutah, pa v kateri koli prosto zamenljivi valuti.

3. Če med pogodbenicama obstaja sporazum o izogibanju dvojnemu obdavčevanju ali če obstaja poseben sporazum o prenosu sredstev med pogodbenicama, prevlada tak sporazum.

## **12. ČLEN NAČELA ZA OPRAVLJANJE DOGOVORJENIH STORITEV**

1. Določena letalska prevoznika pogodbenic morata imeti poštene in enake možnosti za opravljanje dogovorjenih storitev na določenih progah.

2. Določeni letalski prevoznik pogodbenice mora pri opravljanju dogovorjenih storitev upoštevati interese določenega letalskega prevoznika druge pogodbenice, da ne bi neupravičeno škodil storitvam, ki jih slednji v celoti ali delno ponuja na isti progi.

3. Dogovorjene storitve, ki jih zagotavljata določena letalska prevoznika pogodbenic, morajo dosledno slediti javnim zahtevam za prevoz na določenih progah, njihov glavni cilj pa mora biti zagotavljanje primernih zmogljivosti pri sprejemljivem polnjenju, primernem trenutnim in pričakovanim zahtevam po prevozih, vključno s sezonskimi nihanji prometa pri vkrcanju ali izkrcanju na ozemlju pogodbenice, ki je določila prevoznika. Zagotavljanje prevoza potnikov in tovora, vključno s pošto, natovorjeno in raztovorjeno na dogovorjenih progah v krajih na ozemlju držav, ki niso na seznamu, poteka v skladu s splošnimi načeli o tem, da je zmogljivost odvisna od:

- a) zahtev po prevozih na ozemlje pogodbenice, ki je prevoznika določila, in z njega;
- b) zahtev po prevozih na območju, čez katero poteka dogovorjena proga, ob upoštevanju drugih prevoznih storitev, ki jih na istem območju opravljajo letalski prevozniki držav, ki tam delujejo;
- c) zahtev opravljanja tranzitne letalske povezave.

## **13. ČLEN OBVEŠČANJE O REDIH LETENJA**

Redi letenja za dogovorjene storitve se predložijo v odobritev pristojnemu organu druge

pogodbenice najmanj trideset (30) dni pred predvidenim začetkom njihove uporabe. Pristojnima organoma pogodbenic se predložijo tudi vse spremembe redov letenja. V posebnih primerih je mogoče zgoraj navedeni rok skrajšati na podlagi medsebojnega dogovora omenjenih organov obeh pogodbenic.

#### **14. ČLEN** **VARNOST V LETALSTVU**

1. Pogodbenica lahko kadar koli zahteva posvetovanje o varnostnih standardih s katerega koli področja v zvezi z letalskimi objekti in napravami, letalsko posadko, letalom in njegovim upravljanjem, ki jih je sprejela druga pogodbenica. Posvetovanje se opravi v tridesetih (30) dneh od te zahteve.

2. Če po posvetovanju pogodbenica ugotovi, da druga pogodbenica na katerem od teh področij ne vzdržuje dovolj učinkovito in ne uporablja varnostnih standardov, ki so vsaj enaki minimalnim standardom, veljavnim po konvenciji, prva pogodbenica o teh ugotovitvah in ukrepih, potrebnih za uskladitev z minimalnimi standardi, obvesti drugo pogodbenico, ki mora sprejeti ustrezne popravilne ukrepe. Če druga pogodbenica v petnajstih (15) dneh ali v roku, za katerega sta se dogovorili pogodbenici, ne sprejme ustreznih ukrepov, se uporabijo določbe 4. člena tega sporazuma.

3. Ne glede na obveznosti iz 33. člena konvencije velja, da lahko vsako letalo, ki ga določeni letalski prevoznik pogodbenice uporablja za prevoz na ozemlje druge pogodbenice ali z njega, medtem ko je na ozemlju druge pogodbenice, pristojni predstavniki druge pogodbenice preiščejo znotraj in zunaj, da bi preverili veljavnost dokumentov letala in osebja ter vidno stanje letala in njegove opreme (preverjanje na ploščadi), če to ne povzroči prevelike zamude.

4. Če tako preverjanje ali vrsta teh preverjanj na ploščadi vzbudi resne skrbi, da letalo ali delovanje letala ni v skladu z minimalnimi standardi, ki so bili takrat sprejeti po konvenciji, ali resne skrbi, da se varnostni standardi, ki so bili takrat sprejeti po konvenciji, premalo učinkovito vzdržujejo in izvajajo, lahko pogodbenica, ki opravlja nadzor za namene 33. člena konvencije, neovirano sklepa, da zahteve, po katerih so bila izdana ali potrjena spričevala ali licence v zvezi z letalom ali posadko, ali da zahteve, po katerih to letalo deluje, niso enake minimalnim standardom, veljavnim po konvenciji, ali višje od njih.

5. Če predstavnik letalskega prevoznika ene pogodbenice zaradi preverjanja na ploščadi v skladu s tretjim odstavkom zavrne dostop do letala, ki ga upravlja ta prevoznik, lahko druga pogodbenica neovirano sklepa, da obstajajo resni razlogi za zaskrbljenost, kakršni so omenjeni v četrtem odstavku, in sklepa tako, kot je to omenjeno v istem odstavku.

6. Pogodbenica si pridržuje pravico, da določenemu letalskemu prevozniku druge pogodbenice nemudoma začasno odvzame ali spremeni dovoljenje za opravljanje prometa, če po preverjanju na ploščadi, vrsti preverjanj na ploščadi, zavrnitvi dostopa za izvedbo preverjanja na ploščadi, po posvetovanju ali drugače ugotovi, da je takojšnje ukrepanje nujno za varno delovanje prevoznika.

7. Ukrepanje pogodbenice po drugem ali šestem odstavku preneha, ko ni več podlage za tako ukrepanje.

8. Kadar pogodbenica določi letalskega prevoznika, nad katerim opravlja predpisani nadzor država članica Evropske unije, veljajo pravice druge pogodbenice iz tega člena tudi za sprejetje, izvajanje in ohranjanje varnostnih standardov te države članice Evropske unije ter za dovoljenje tega prevoznika za opravljanje prevozov.

## **15. ČLEN**

### **VAROVANJE V LETALSTVU**

1. V skladu s pravicami in obveznostmi po mednarodnem pravu pogodbenici ponovno potrjuje, da je obveznost zagotavljati varnost civilnega letalstva pred dejanji nezakonitega vmešavanja sestavni del tega sporazuma. Pogodbenici morata, ne da bi omejevali splošnost svojih pravic in obveznosti po mednarodnem pravu, še zlasti ravnati v skladu s:

- a) Konvencijo o kaznivih dejanjih in nekaterih drugih dejanjih, storjenih na letalih, podpisano v Tokiu 14. septembra 1963,
- b) Konvencijo o zatiranju nezakonite ugrabitve zrakoplovov, podpisano v Haagu 16. decembra 1970,
- c) Konvencijo o zatiranju nezakonitih dejanj zoper varnost civilnega letalstva, podpisano v Montrealu 23. septembra 1971, in njenim dopolnilnim Protokolom o zatiranju nezakonitih nasilnih dejanj na letališčih za mednarodno civilno letalstvo, podpisanim v Montrealu 24. februarja 1988,
- d) Konvencijo o označevanju plastičnih razstreliv zaradi njihovega odkrivanja, podpisano v Montrealu 1. marca 1991,

in vsakim drugim sporazumom ali protokolom o varovanju v letalstvu, ki zavezuje pogodbenici.

2. Pogodbenici v medsebojnih odnosih ravnata najmanj v skladu z določbami Mednarodne organizacije civilnega letalstva o varovanju v letalstvu, opredeljenimi v prilogah konvencije, v taki meri, kot te določbe o varovanju veljajo za pogodbenici. Pogodbenici zahtevata od letalskih družb, ki so vpisane v njihovih registrih ali imajo glavni sedež ali stalni naslov na njihovih ozemljih oziroma so bile ustanovljene na njihovih ozemljih po Pogodbi o delovanju Evropske unije ter imajo veljavno dovoljenje za opravljanje letalskega prometa na podlagi zakonodaje Evropske unije, ter od letalskih podjetij na svojih ozemljih, da delujejo v skladu s takimi predpisi o varovanju letalstva.

3. Pogodbenici druga drugi na zahtevo zagotovita vso potrebno pomoč, da bi preprečili nezakonite ugrabitve civilnih letal in druga nezakonita dejanja proti varnosti takih letal, njihovih potnikov in posadk, letališč in letalskih navigacijskih naprav ter vsako drugo grožnjo varnosti civilnega letalstva.

4. Pogodbenici soglašata, da se lahko od njihovih letalskih družb zahteva spoštovanje predpisov o varovanju letalstva, navedenih v drugem odstavku tega člena, ki jih zahteva druga pogodbenica za vstop, izstop ali dokler so letala na ozemlju Države Katar. Ob odhodu z ozemlja Republike Slovenije ali dokler so letala tam, morajo letalske družbe spoštovati predpise o varovanju letalstva, ki se uporabljajo v zakonodaji Evropske unije. Vsaka pogodbenica zagotavlja, da se na njenem ozemlju učinkovito izvajajo primerni ukrepi za varovanje letal, pregled potnikov, posadke, ročne prtljage, prtljage, tovora ter zalog na letalu pred in med vkrcavanjem ali natovarjanjem. Vsaka pogodbenica z naklonjenostjo obravnava zahtevo druge pogodbenice za uvedbo posebnih, utemeljenih varnostnih ukrepov zaradi grožnje.

5. Ob nezakoniti ugrabitvi ali grožnji ugrabitve civilnega letala ali drugih nezakonitih dejanjih proti varnosti takega letala, njegovih potnikov in posadke, letališč ali letalskih navigacijskih naprav pogodbenici pomagata druga drugi, tako da poskrbita za komuniciranje in druge ustrezne ukrepe, da bi se tak dogodek ali grožnja čim hitreje in varneje končal.

6. Če ima pogodbenica težave glede tega člena o varovanju v letalstvu, lahko pristojni organ te pogodbenice zahteva takojšnje posvetovanje s pristojnim organom druge pogodbenice.

7. Če pogodbenica upravičeno meni, da se je druga pogodbenica oddaljila od določb tega člena, lahko pristojni organ prve pogodbenice zahteva takojšnje posvetovanje s pristojnim organom druge pogodbenice. Če v petnajstih (15) dneh od take zahteve ne pride do zadovoljivega dogovora, se lahko uporabi prvi odstavek 4. člena tega sporazuma. Pogodbenica lahko v nujnih primerih sprejme začasne ukrepe po prvem odstavku 4. člena tega sporazuma pred potekom petnajstih (15) dni. Vsi ukrepi, sprejeti na podlagi tega odstavka, prenehajo veljati, ko druga pogodbenica ravna v skladu z določbami o varovanju iz tega člena.

## **16. ČLEN RAČUNALNIŠKI REZERVACIJSKI SISTEM**

Pogodbenica na svojem ozemlju uporablja Kodeks ravnanja Mednarodne organizacije civilnega letalstva o ureditvi in delovanju računalniškega rezervacijskega sistema, v skladu z drugimi veljavnimi zakoni, predpisi in obveznostmi o računalniškem rezervacijskem sistemu, ki za Republiko Slovenijo vključujejo tudi pravo Evropske skupnosti.

## **17. ČLEN ZAGOTAVLJANJE STATISTIČNIH PODATKOV**

Pristojni organ pogodbenice predloži pristojnemu organu druge pogodbenice na njegovo zahtevo statistične podatke, ki jih lahko upravičeno zahteva zaradi obveščanja.

## **18. ČLEN TARIFE**

1. Pogodbenica določenemu letalskemu prevozniku dovoli, da svobodno določi tarife za letalske prevoze na podlagi ekonomskih zahtev na trgu. Nobena pogodbenica od letalskega prevoznika ne zahteva, da se posvetuje z drugim prevoznikom glede tarif, ki jih zaračunava ali namerava zaračunavati za storitve iz tega sporazuma.

2. Pogodbenica lahko zahteva, da jo je treba obvestiti ali ji predložiti vse tarife, ki jih bo zaračunaval njen določeni letalski prevoznik. Nobena pogodbenica pa ne more zahtevati obvestila ali predložitve tarife, ki jo bo zaračunaval določeni letalski prevoznik druge pogodbenice. Tarife lahko ostanejo v veljavi, če niso bile pozneje zavrnjene na podlagi četrtega in petega odstavka tega člena.

3. Posredovanje pogodbenc je omejeno na:  
a. zaščito potrošnikov pred previsokimi tarifami, ki so posledica zlorabe moči na trgu,  
b. preprečevanje tarif, katerih uporaba pomeni nekonkurenčno ravnanje, ki ima učinek, naj bi imelo učinek ali je izrecno namenjeno preprečevanju, omejevanju ali izkrivljanju konkurence ali izključitve tekmeča z določene proge.

4. Pogodbenica lahko enostransko prepove tarifo, ki jo je prijavil ali jo zaračunava njen

določeni letalski prevoznik. Toda do te vrste posredovanja lahko pride le, če pristojni organ te pogodbenice meni, da zaračunana ali predlagana tarifa izpolnjuje eno od meril iz tretjega odstavka tega člena.

5. Pogodbenici ne bosta sprejemali enostranskih ukrepov, da bi preprečili uveljavitev ali nadaljnjo uporabo veljavne tarife oziroma tarife, ki jo namerava zaračunavati letalski prevoznik druge pogodbenice. Če pogodbenica meni, da tarifa ni v skladu z določbami iz četrtega odstavka tega člena, lahko zahteva posvetovanje in obvesti drugo pogodbenico o svojih vzrokih za nestrinjanje. Posvetovanje se opravi najpozneje v 14 dneh po prejemu take zahteve. Brez medsebojnega dogovora tarifa postane veljavna ali še naprej velja.

## **19. ČLEN NADZOR NAD IZPOLNJEVANJEM PREDPISOV**

Če je Republika Slovenija določila letalskega prevoznika, za katerega izpolnjevanje predpisov nadzira druga država članica Evropske unije, veljajo pravice države Katar iz 14. člena tega sporazuma tudi za sprejetje, izvajanje in ohranjanje varnostnih standardov te države članice Evropske unije ter za dovoljenje tega prevoznika za opravljanje prevozov.

## **20. ČLEN POSVETOVANJA**

1. Za zagotovitev tesnega sodelovanja pri vseh zadevah, povezanih z razlago, uporabo, izvedbo ali spremembami tega sporazuma, se pristojna organa obeh pogodbenic medsebojno posvetujeta, kadar to zahteva ena pogodbenica.

2. Posvetovanje se začne v šestdesetih (60) dneh od dneva, ko pogodbenica prejme pisno zahtevo, razen če se pogodbenici ne dogovorita drugače.

## **21. ČLEN SPREMEMBE**

1. Če pogodbenica meni, da bi bilo dobro spremeniti katero izmed določb tega sporazuma, lahko kadar koli zaprosi za posvetovanje z drugo pogodbenico v skladu z 20. členom tega sporazuma.

2. Ta sporazum je mogoče spremeniti s pisnim dogovorom med pogodbenicama.

3. Če se sprememba nanaša na določbe tega sporazuma, ki niso vključene v priložena pregleda prog, jo mora pogodbenica potrditi v skladu s svojimi notranjopravnimi postopki.

4. Če pa se sprememba nanaša zgolj na določbe priloženih pregledov prog, o njej sprejmeta soglasje pristojna organa obeh pogodbenic.

## **22. ČLEN REŠEVANJE SPOROV**

1. Pogodbenici poskušata spor zaradi razlage ali uporabe tega sporazuma najprej rešiti s pogajanjem po diplomatski poti.

2. Če pogodbenici ne rešita spora s pogajanjem, se lahko dogovorita, da ga predložita v reševanje drugi osebi ali pa ga na predlog ene pogodbenice predložita v reševanje



arbitražnemu sodišču treh razsodnikov, od katerih po enega imenuje vsaka pogodbenica. Ta dva člana se dogovorita o državljanu tretje države, ki bo predsedoval razsodišču.

3. Pogodbenica imenuje razsodnika v šestdesetih (60) dneh od dneva, ko pogodbenica od druge pogodbenice prejme diplomatsko noto z zahtevo za arbitražno reševanje spora, tretji razsodnik pa se imenuje v naslednjih šestdesetih (60) dneh.

4. Če pogodbenica v navedenem roku ne imenuje svojega razsodnika ali če tretji razsodnik ni bil imenovan, lahko katera koli pogodbenica zaprosi predsednika Sveta Mednarodne organizacije civilnega letalstva, da imenuje razsodnika ali razsodnike. V tem primeru je tretji razsodnik državljan tretje države in deluje kot predsednik arbitražnega telesa.

5. Pogodbenici morata spoštovati vsako odločitev, sprejeto na podlagi drugega odstavka tega člena.

6. Če in tako dolgo, dokler pogodbenica ali določeni prevoznik pogodbenice ne spoštuje razsodbe, sprejete na podlagi drugega odstavka tega člena, lahko druga pogodbenica omeji, začasno odvzame ali prekliče pravice ali ugodnosti, ki jih je pogodbenici kršiteljici podelila na podlagi tega sporazuma.

7. Vsaka pogodbenica krije stroške razsodnika, ki ga je imenovala. Druge stroške arbitražnega sodišča si pogodbenici delita v enakih deležih.

## **23. ČLEN**

### **TRAJANJE IN PRENEHANJE VELJAVNOSTI SPORAZUMA**

1. Sporazum velja za nedoločen čas.

2. Pogodbenica lahko kadar koli pisno obvesti drugo pogodbenico, da odpoveduje sporazum.

3. Tako obvestilo mora biti hkrati poslano Mednarodni organizaciji civilnega letalstva, odpoved pa začne veljati dvanajst (12) mesecev po tem, ko je druga pogodbenica prejela obvestilo o odpovedi, razen če pogodbenici na podlagi medsebojnega dogovora odpoved prekličeta pred potekom dvanajstmesečnega obdobja.

4. Če druga pogodbenica ne potrdi prejema obvestila o odpovedi, se šteje, da ga je prejela štirinajst (14) dni po dnevu, ko ga je prejela Mednarodna organizacija civilnega letalstva.

## **24. ČLEN**

### **REGISTRACIJA PRI MEDNARODNI ORGANIZACIJI CIVILNEGA LETALSTVA**

Ta sporazum in vse poznejše spremembe ob njihovi uveljavitvi se registrirajo pri Mednarodni organizaciji civilnega letalstva.

## **25. ČLEN**

### **ZAČETEK VELJAVNOSTI**

Ta sporazum začne veljati trideset (30) dni po tem, ko zadnja pogodbenica drugo po diplomatski poti uradno obvesti, da so bili dokončani vsi notranji postopki za začetek njegove veljavnosti.

Da bi to potrdila, sta podpisana pooblaščenca, ki sta ju za to pravilno pooblastili njuni vladi, podpisala ta sporazum.

Sestavljeno v Dohi, 1. februarja 2011 v dveh izvodih v slovenskem, arabskem in angleškem jeziku, pri čemer so vsa tri besedila enako verodostojna. Ob razlikah pri izvajanju, razlagi ali uporabi prevlada angleško besedilo.

Za Vlado  
Republike Slovenije

Patrick Vlačič I.r.

Za Vlado  
Države Katar

Jassim bin Hamad al-Thani I.r.

## Priloga I

### Seznam držav iz 3. in 4. člena sporazuma

- a) Republika Islandija (po Sporazumu o Evropskem gospodarskem prostoru);
- b) Kneževina Lihtenštajn (po Sporazumu o Evropskem gospodarskem prostoru);
- c) Kraljevina Norveška (po Sporazumu o Evropskem gospodarskem prostoru);
- d) Švicarska konfederacija (po Sporazumu med Evropsko skupnostjo in Švicarsko konfederacijo o zračnem prometu).

## Priloga II

### Pregleda prog

#### PREGLED PROG I

Proge, na katerih lahko opravlja promet določeni prevoznik Republike Slovenije:

Odhodni kraji	Kraji vmesnega pristanka	Kraji v Katarju	Naslednji kraji
Kraji v Sloveniji	Kateri koli kraj	Kraji v Katarju	Kateri koli kraj

#### PREGLED PROG II

Proge, na katerih lahko opravlja promet določeni prevoznik Države Katar:

Odhodni kraji	Kraji vmesnega pristanka	Kraji v Sloveniji	Naslednji kraji
Kraji v Katarju	Kateri koli kraj	Kraji v Sloveniji	Kateri koli kraj

## **AIR SERVICES AGREEMENT**

### **BETWEEN**

**THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA**

### **AND**

**THE GOVERNMENT OF THE STATE OF QATAR**

**The Government of the Republic of Slovenia and the Government of the State of Qatar (hereinafter individually referred to as “the Contracting Party” or “each Contracting Party” and collectively referred to as “the Contracting Parties”),**

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

Recognising the increasing importance of international air transportation and desiring to conclude an Agreement for the purpose of the establishment and operation of air services between and beyond their respective territories;

**Have agreed as follows:**

### **ARTICLE 1 DEFINITIONS**

For the purposes of this Agreement, unless otherwise stated, the term:

- a. “the 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 or Convention under Articles 90 and 94 thereof, insofar as those Annexes and amendments had entered into force for both Contracting Parties;
- b. “Aeronautical Authorities” means, in the case of the Republic of Slovenia, the Ministry of Transport and in the case of the State of Qatar the Chairman of the Civil Aviation authority; or, in both cases, any other authority or person empowered to perform the functions currently exercised by the said authorities;
- c. “Agreement” means this Agreement, its Annexes, and any amendments thereto;
- d. “air service”, “international air service”, “airline”, and “stop for non-traffic purposes”, have the meanings assigned to them in Article 96 of the Convention;
- e. “designated airline” means any airline, which has been designated and authorised in accordance with Article 3 of this Agreement;
- f. “capacity” in relation to an aircraft means the payload of the aircraft available on the route or section of a route; in relation to a specified air service, it refers to the capacity of aircraft used on such a service, multiplied by the frequency of the flights operated by such an aircraft over a given period and route or section of a route.

g. "European Community Member State" means a State that is a Contracting Party to the Treaty establishing the European Community;

h. "tariff" means the prices to be charged for the international carriage of passengers, baggage or cargo and the conditions under which those prices apply, including prices and conditions for agency and other ancillary services, but excluding remuneration and conditions for the carriage of mail;

i. "territory" has the meaning assigned to it in Article 2 of the Convention;

j. "user charges" means a charge imposed on airlines for the provision of airport, air navigation or aviation security facilities or services, including related services and facilities;

k. references to the airline of the Republic of Slovenia shall be understood as referring to the airline designated by the Republic of Slovenia; and

l. references to nationals of the Republic of Slovenia shall be understood as referring to nationals of European Union Member States.

## **ARTICLE 2 GRANT OF RIGHTS**

1. Each Contracting Party shall grant to the other Contracting Party, for the purpose of operating scheduled international air service by the designated airlines:

- a) the right to fly across its territory without landing,
- b) the right to land in its territory for non-traffic purposes;
- c) the right to land at the points named on the routes specified in accordance with paragraph 2 for the purpose of taking on board and discharging passengers, baggage, cargo and mail coming from or destined for points on the specified routes; and
- d) the rights otherwise specified in this Agreement.

2. Each Contracting Party grants to the designated airline of the other Contracting Party the rights hereinafter specified in this Agreement for the purpose of operating scheduled international air services on the routes specified in the appropriate Section of the Route Schedule annexed to this Agreement. Such services and routes are hereinafter called "the agreed services" and "the specified routes", respectively.

3. Nothing in this Article shall be deemed to confer on the designated airline of one Contracting Party the right to take on in the territory of the other Contracting Party, passengers, baggage, cargo and mail, separately or in combination carried for remuneration or hire and destined for another point in the territory of the other Contracting Party (cabotage).

4. If the designated airline of one Contracting Party is unable to operate services on its normal routing because of armed conflict, political disturbances or special and unusual circumstances, the other Contracting Party shall make its best efforts to facilitate the continued operation of such service through appropriate rearrangements of such routes, including the grant of rights for such time as may be necessary to facilitate viable operations. The provisions of this norm shall be applied without discrimination between the designated airlines of the

Contracting Parties.

### **ARTICLE 3 DESIGNATION AND AUTHORIZATION**

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party, an airline to operate the agreed services, in accordance with this Agreement, and to withdraw or alter such designation.

2. On receipt of such a designation, and of applications from the designated airline in the form and manner prescribed for operating authorizations and technical permissions, the other Contracting Party shall grant the appropriate authorizations and permissions with minimum procedural delay, provided that:

a) In the case of an airline designated by the Republic of Slovenia:

- (i) it is established in the territory of the Republic of Slovenia under the Treaty on the Functioning of the European Union and has a valid Operating Licence in accordance with European Community law;
- (ii) effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator's Certificate and the relevant Aeronautical Authority is clearly identified in the designation; and
- (iii) the airline is owned, directly or through majority ownership, and effectively controlled by Member States of the European Union or the European Free Trade Association and/or nationals of such states.

b) In the case of an airline designated by the State of Qatar:

- (i) it is established in the territory of State of the Qatar and is licensed in accordance with the applicable law of Qatar; and
- (ii) Qatar exercises and maintains effective regulatory control of the airline; and
- (iii) the airline is owned, directly or through majority ownership, and is effectively controlled by Qatar and/or by nationals of Qatar and/or by legal entities of Qatar.

c) The designated airline is qualified to meet the conditions prescribed under the legislation normally applied to the operation of international air services by the Contracting Party considering the application or applications.

3. When an airline has been so designated and authorized, it may begin, at any time, to operate the agreed services, provided that the airline complies with all applicable provisions of this Agreement.

### **ARTICLE 4 REVOCATION, SUSPENSION AND LIMITATION OF RIGHTS**

1. Either Contracting Party may refuse, revoke, suspend or limit the operating authorization or technical permission of an airline designated by the other Contracting Party, where:

a) in the case of an airline designated by the Republic of Slovenia:

- (i) it is not established in the territory of the Republic of Slovenia under the Treaty on the Functioning of the European Union or does not have a valid Operating Licence in accordance with European Community law; or
- (ii) effective regulatory control of the airline is not exercised or maintained by the Member State responsible for issuing its Air Operator's Certificate, or the relevant Aeronautical Authority is not clearly identified in the designation; or
- (iii) the airline is not owned, directly or through majority ownership, or effectively controlled by Member States of the European Union or the European Free Trade Association and/or nationals of such states.

In exercising its right under this paragraph, the State of Qatar shall not discriminate between Community airlines on the grounds of nationality.

b) in the case of an airline designated by Qatar:

- (i) it is not established in the territory of Qatar or is not licensed in accordance with the applicable laws and regulations of Qatar;
- (ii) Qatar does not exercise or maintain effective regulatory control of the airline; or
- (iii) the airline is not owned, directly or through majority ownership, or effectively controlled by Qatar and/or by nationals of Qatar, and/or by legal entities of Qatar;

c) in the event that the designated airline is not qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Contracting Party receiving the designation; or

d) in the case of failure by such an airline to comply with the laws and regulation of the Contracting Party granting these rights, or

e) in the case the airline fails to operate the agreed services in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultation between the Aeronautical Authorities. The consultation shall take place within a period of thirty (30) days of the consultation being proposed, unless otherwise agreed.

## **ARTICLE 5 APPLICATION OF LAWS**

1. The laws, regulations and procedures of either Contracting Party relating to entry into, departure from or stay in its territory of the aircraft engaged in international air transport, or to the operation and navigation of such aircraft, shall be complied with by the designated airline of the other Contracting Party upon entry into, departure from, or during its stay within the said territory. In the territory of the Republic of Slovenia, this also applies to the legislation of the European Union.

2. The laws, regulations and procedures of one Contracting Party relating to passports or other approved travel documents, to entry, immigration, customs, clearance, currency, health

and quarantine, shall be complied with by or on behalf of the passengers, crews, baggage and cargo carried by the aircraft of the designated airline of the other Contracting Party upon their entry into the territory of the said Contracting Party.

## **ARTICLE 6**

### **EXEMPTION FROM CUSTOMS DUTIES, TAXES AND OTHER CHARGES**

1. Aircraft operated on international air services by the designated airline of either Contracting Party, which are entering, departing from, or flying across, as well as fuel, lubricants, spare parts (including engines), as well as their regular equipment, ground equipment, other consumable technical supplies and aircraft stores (including food, beverages, liquor and tobacco) and other products destined for sale to or use by passengers in limited quantities during the flight on board such aircraft, shall, on entering into the territory of the other Contracting Party, be exempt from all customs duties, taxes or other charges levied, provided such equipment, supplies and aircraft stores remain on board the aircraft until they are re-exported, or are used on the part of the journey performed over that territory.

2. The following shall also be exempt from the same duties, taxes or charges, with exception of charges corresponding to the services performed:

a) aircraft stores taken on board in the territory of either Contracting Party, within the limits fixed by the authorities of one Contracting Party, and intended for use on board an aircraft operated in an international service by a designated airline of the other Contracting Party;

b) spare parts and regular board equipment entered into the territory of either Contracting Party for the maintenance or repair of aircraft operated on international air services by the designated airline of the other Contracting Party;

c) lubricants and other consumable technical supplies destined to supply outbound aircraft operated on international air services by the designated airline of the other Contracting Party, even when these supplies are to be used on any part of the journey performed over the territory of the Contracting Party in which they have been taken on board;

d) promotional and advertising materials introduced into or supplied in the territory of one Contracting Party and taken on board, within reasonable limits, for use on outbound aircraft of an airline of the other Contracting Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Contracting Party in which they are taken on board; and

e) printed ticket stock, air waybills, staff uniforms, computers, office equipment and ticket printers used by a designated airline for reservations and ticketing, any printed material which bears the insignia of the designated airline printed thereon and usual publicity and promotional materials distributed free of charge by a such designated, airline which are introduced into the territory of the other Contracting Party.

3. All 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 normally retained on board the aircraft of the designated airlines of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs



regulations.

5. The exemptions provided for by this Article shall also be available in situations where the designated airlines of either Contracting Party have entered into arrangements with another airline for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs (1) and (2) of this Article, provided that such an airline similarly enjoys such exemptions from the other Contracting Party.

## **ARTICLE 7 USER CHARGES**

1. Each Contracting Party may impose or permit to be imposed on the designated airline of the other Contracting Party, just and reasonable fees or charges for the use of airports, other facilities and air services under its control.

2. These charges shall not be higher than the charges imposed upon aircraft of the designated airline of each Contracting Party engaged in similar international services.

3. Such charges shall be just and reasonable and shall be based on sound economic principles. The same applies to charges for handling passengers, baggage and cargo and for handling aircraft at airports with only one provider.

## **ARTICLE 8 TRAFFIC IN DIRECT TRANSIT**

Traffic in direct transit across the territory of either Contracting Party and not leaving the area of an airport reserved for such a purpose shall, except in respect of security measures against the threat of unlawful interference, such as violence and air piracy and occasional measures for the combat of illicit drug traffic, be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

## **ARTICLE 9 RECOGNITION OF CERTIFICATES AND LICENCES**

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by a Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services, provided that the requirements under which such certificates and licenses were issued or rendered valid are equal to or above the minimum standards which may be established under the Convention.

2. Paragraph (1) also applies in respect to an airline designated by the Republic of Slovenia whose regulatory control is exercised and maintained by another European Union Member State.

3. Each Contracting Party reserves the right to refuse the recognition, for the purpose of flights above or landing within its own territory, of certificates of competency and licenses granted to its own nationals by any other State.

4. If the privileges or conditions of the licences or certificates referred to in paragraph (1) above, issued by the Aeronautical Authorities of a Contracting Party to any person or designated airline or in respect of an aircraft operating the agreed services on the specified routes would permit a difference from the standards established under the Convention, and

which difference has been filed with the International Civil Aviation Organization, the Aeronautical Authorities of the other Contracting Party may request consultation in accordance with Article 17 of this Agreement with the Aeronautical Authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement will constitute grounds for the application of Article 5 of this Agreement.

## **ARTICLE 10 COMMERCIAL ACTIVITIES**

1. Each Contracting Party shall on a reciprocal basis grant to any designated airline of the other Contracting Party the right

a) to establish in the territory of the other Contracting Party offices for the promotion of air transportation and sale of air transportation documents as well as, in accordance with the laws and regulations of the other Contracting Party, other ancillary products and facilities required for the provision of air transportation;

b) to bring in and maintain in the territory of the the Contracting Party – in accordance with the laws and regulations of such other Contracting Party relating to entry, residence and employment – managerial, sales, technical, operational and other specialist staff required for the provision of air transportation, and

c) in the territory of the other Contracting Party, to engage directly, at the airlines' discretion and through its agents, in the sale of air transportation. For this purpose the designated airlines shall have the right to use their own air transportation documents.

2. The competent authorities of each Contracting Party shall take all necessary steps to ensure that the representation of the airline designated by the other Contracting Party may exercise their activities in an orderly manner.

3. The designated airlines of each Contracting Party shall have the right to sell, in the territory of the other Contracting Party, air transportation, and any person shall be free to purchase such transportation in the currency of that territory or in freely convertible currencies of other countries in accordance with the foreign exchange regulations in force.

4. All the above activities shall be conducted in accordance with the applicable laws and regulations in force in the territory of the other Contracting Party.

## **ARTICLE 11 CONVERSION AND TRANSFER OF REVENUES**

1. Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer at the official rate of exchange, of the excess of receipts over expenditure achieved in connection with the sale of air transportation on the agreed services in the territory of the other Contracting Party.

2. The designated airline of a Contracting Party shall have the right to pay for local expenses in the territory of the other Contracting Party in local currency, or provided that this is in accordance with local currency regulations, in any freely convertible currencies.

3. In case of an agreement between the Contracting Parties for the avoidance of double taxation, or in the event that there is a special agreement determining the transfer of funds

between the two Contracting Parties, such special agreement shall prevail.

## **ARTICLE 12 PRINCIPLES GOVERNING OPERATION OF THE AGREED SERVICES**

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes.
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 unduly affect the services that the latter provides in whole or on part of the same route.
3. The agreed services provided by the designated airlines of the Contracting Parties shall bear a close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective, the provision of capacity, at a reasonable load factor, adequate to carry the current and reasonably anticipated traffic requirements, including seasonal variations for the carriage of traffic embarked or disembarked in the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers and cargo including mail both taken on board and discharged at points on the specified routes in the territories of States other than of that designating the airline, shall be made in accordance with the general principles that capacity shall be related to:
  - a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
  - b) traffic requirements of the area through which the agreed service passes, after taking account of other transport services established by airlines of the States comprising the area; and
  - c) the requirements of through airline operation.

## **ARTICLE 13 NOTIFICATION OF TIME-TABLES**

The time-tables of the agreed services shall be submitted to the Aeronautical Authorities of the other Contracting Party for Approval, at least thirty (30) days prior to the intended date of their implementation. Any modification to such time-tables shall also be submitted to the Aeronautical Authorities of the Contracting Parties. In special cases, the above specified notification period may be reduced, subject to the mutual agreement of the said authorities of both Contracting Parties.

## **ARTICLE 14 AVIATION SAFETY**

1. Each Contracting Party may at any time request consultations concerning the safety standards in any area related to aeronautical facilities, flight crew, aircraft and the operation of aircraft adopted by the other Contracting Party. Such consultation shall take place within thirty (30) days of that request.
2. If, following such consultation, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of such findings and of the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such other period as may be mutually agreed by

both Contracting Parties shall be grounds for the application of Article 4 of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the designated airline of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to serious concerns 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 results in serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention, the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline of one Contracting Party in accordance with paragraph (3) above is denied by the representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) above have been presented and draw the conclusions referred to in that paragraph.

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

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

8. Where one Contracting Party has designated an airline whose regulatory control is exercised and maintained by the European Community Member State, the rights of the other Contracting Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that European Community Member State and in respect of the operating authorization of that airline.

## **ARTICLE 15 AVIATION SECURITY**

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall, in particular, act in conformity with the provisions of:

- a) The Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963;

- b) The Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970;
- c) The Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, and its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988;
- d) The Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991;

and any aviation security agreement or protocol that becomes binding to both Contracting Parties.

2. The Contracting Parties shall, in their mutual relations, as a minimum, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory or are established in their territory under the Treaty on the functioning of the European Union and have received valid Operating Licences in accordance with European Union Law and the operators of airports in their territory, act in conformity with such aviation security provisions.

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

4. Each Contracting Party agrees that such operators of aircraft shall be required to observe the aviation security provisions referred to in paragraph (2) above required by the other Contracting Party for entry into the territory of the other Contracting Party and also for departure from, or while within, the territory of the State of Qatar. For departures from, or while within the territory of the Republic of Slovenia, operators of aircraft shall be required to observe aviation security provisions in conformity with European Union law. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

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

6. If one Contracting Party has or encounters a problem in respect to the aviation security provisions of this Article, the Aeronautical Authorities of that Contracting Party may request immediate consultation with the Aeronautical Authorities of the other Contracting Party.

7. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the Aeronautical Authorities of the first

Contracting Party may request immediate consultation with the Aeronautical Authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 of this Agreement prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

## **ARTICLE 16 COMPUTER RESERVATION SYSTEMS**

Each Contracting Party shall apply the International Civil Aviation Organization Code of Conduct for the Regulation and Operation of Computer Reservation Systems within its territory consistent with other applicable laws, regulations and obligations concerning computer reservation systems, which, in the case of the Republic of Slovenia, also include European Community law.

## **ARTICLE 17 PROVISION OF STATISTICS**

The Aeronautical Authorities of one Contracting Party shall supply the Aeronautical Authorities of the other Contracting Party, at their request, with such statistics as may be reasonably required for information purposes.

## **ARTICLE 18 TARIFFS**

1. Each Contracting Party shall allow tariffs for air services to be established freely by each designated airline based upon commercial considerations in the market place. Neither Contracting Party shall require their airline to consult the other airline about the tariffs they charge or propose to charge for services covered by this agreement.

2. Each Contracting Party may require notification or filing of any tariff to be charged by its own designated airline. Neither Contracting Party may require notification or filing of any tariff to be charged by a designated airline of the other Contracting Party. Tariffs may remain in effect unless subsequently disapproved under paragraphs 4 and 5 of this Article.

3. Intervention by the Contracting Parties shall be limited to:

- a. The protection of consumers from tariffs that are excessive due to the abuse of market powers;
- b. The prevention of tariffs whose application constitutes anti-competitive behavior which has or is likely to have or is explicitly intended to have the effect of preventing, restricting or distorting competition or excluding a competitor from the route.

4. Each Contracting Party may unilaterally disallow any tariff filed or charged by its own designated airline. However, such intervention shall be made only if it appears to the Aeronautical Authority of that Contracting Party that a tariff charged or proposed to be charged meets either of the criteria set out in paragraph 3 of this Article.

5. Neither Contracting Party shall take unilateral action to prevent the coming into effect or continuation of a tariff charged or proposed to be charged by an airline of the other Contracting Party. If one Contracting Party believes that any such tariff is inconsistent with the considerations set out in Paragraph 4 of this Article, it may request consultation and notify the

other Contracting Party of the reasons for its dissatisfaction. These consultations shall be held not later than 14 days after the receipt of the request. Without mutual agreement, the tariff shall take effect or continue in effect.

## **ARTICLE 19 REGULATORY CONTROL**

Where the Republic of Slovenia has designated an airline whose regulatory control is exercised and maintained by another European Union Member State, the rights of the State of Qatar under Article 14 of this Agreement shall apply equally in respect of the adoption, exercise or maintenance of safety standards by the other European Union Member State and in respect of the operating authorization of that airline.

## **ARTICLE 20 CONSULTATIONS**

1. In order to ensure close cooperation concerning all the issues related to the interpretation, application, implementation or amendment of this Agreement, the Aeronautical Authorities of both Contracting Parties shall consult each other whenever it becomes necessary, on request of either Contracting Party.

2. Such consultation shall begin within sixty (60) days from the date the other Contracting Party has received the written request, unless otherwise agreed by the Contracting Parties.

## **ARTICLE 21 AMENDMENTS**

1. If either Contracting Party considers it desirable to modify any provision of this Agreement, it may at any time request consultation with the other Contracting Party, in accordance with Article 20 of this Agreement.

2. This Agreement may be amended by written agreement between the Contracting Parties.

3. If the amendment relates to the provisions of the Agreement other than those of the annexed schedules, the amendment shall be approved by each Contracting Party in accordance with its constitutional procedures.

4. If the amendment relates only to the provisions of the annexed schedules, it shall be agreed upon between the Aeronautical Authorities of both Contracting Parties.

## **ARTICLE 22 SETTLEMENT OF DISPUTES**

1. With regard to any dispute arising between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavor to settle it by negotiation through diplomatic channels.

2. If the Contracting Parties fail to reach a settlement by negotiations, they may agree to refer the dispute for decision to some person or entity, or the dispute may at the request of either Contracting Party be submitted for decision to an arbitral tribunal of three arbitrators, one to be nominated by each Contracting Party. These two members shall agree upon a national of a third State as their chairman.

3. Each Contracting Party shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute, and the third arbitrator shall be appointed within a further period of sixty (60) days.

4. If either of the Contracting Parties fails to nominate its own arbitrator within the period specified or if the third arbitrator is not appointed, the President of the Council of International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral body.

5. The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article.

6. If and so long as either Contracting Party or the designated airline of either Contracting Party fail to comply with the decision given under paragraph (2) of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default.

7. Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the arbitral tribunal shall be shared equally by the Contracting Parties.

#### **ARTICLE 23 DURATION AND TERMINATION**

1. This Agreement shall remain in force for an undetermined period.

2. Either Contracting Party may, at any time, give notice in writing to the other Contracting Party of its decision to terminate this Agreement.

3. Such notice shall be simultaneously communicated to the International Civil Aviation Organization and shall take effect twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless such notice is withdrawn by mutual agreement of both Contracting Parties before the expiration of the twelve (12) month period.

4. In the absence of acknowledgment of receipt by the other Contracting 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.

#### **ARTICLE 24 REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANISATION**

This Agreement and any amendment thereto shall be registered upon its entry into force with the International Civil Aviation Organization.

#### **ARTICLE 25 ENTRY INTO FORCE**

This Agreement shall enter into force thirty (30) days after the date of the receipt of the last notification, through diplomatic channels, indicating that all the internal procedures required for the purpose have been fulfilled.

In witness whereof, the undersigned, duly authorised thereto by their respective



Governments, have signed this Agreement.

Done at Doha on the 1. (first) of February 2011 in two originals in the Slovenian, Arabic and English languages, where all texts are equally authentic. In case of any divergence of implementation, interpretation or application, the English text shall prevail.

For the Government of the  
Republic of Slovenia

Patrick Vlačič (s)

For the Government of the  
State of Qatar

Jassim bin Hamad al-Thani (s)

**Annex I**  
**List of other states referred to in Articles 3 and 4 of this Agreement**

- a) The Republic of Iceland (under the Agreement on the European Economic Area);
- b) The Principality of Liechtenstein (under the Agreement on the European Economic Area);
- c) The Kingdom of Norway (under the Agreement on the European Economic Area);
- d) The Swiss Confederation (under the Agreement between the European Community and the Swiss Confederation on Air Transport).

**Annex II**  
**Route Schedules**

**ROUTE SCHEDULE I**

Routes on which air services may be operated by the designated airline of the Republic of Slovenia:

<b>Points of departure</b>	<b>Intermediate points</b>	<b>Points in Qatar</b>	<b>Points beyond</b>
Points in Slovenia	Any Points	Points in Qatar	Any Points

**ROUTE SCHEDULE II**

Routes on which air services may be operated by the designated airline of the State of Qatar:

<b>Points of departure</b>	<b>Intermediate points</b>	<b>Points in Slovenia</b>	<b>Points beyond</b>
Points in Qatar	Any Points	Points in Slovenia	Any Points

### 3. člen

Za izvajanje sporazuma skrbi ministrstvo, pristojno za infrastrukturo in promet.

### 4. člen

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

## OBRAZLOŽITEV

Vlada Republike Slovenije je dne 16.09.2010 s sklepom št. 51001-66/2010/3 sprejela pobudo za sklenitev dvostranskega Sporazuma o zračnem prometu med Vlado Republike Slovenije in Vlado Države Katar. Pogajalski delegaciji obeh držav sta pripravili osnutek sporazuma, s katerim se je v celoti strinjala tudi Evropska komisija. Odbor Državnega zbora RS za zunanjo politiko je na svoji 44. seji, 13.10.2010, obravnaval Pobudo za sklenitev Sporazuma o zračnem prometu med Republiko Slovenijo in Državo Katar in jo potrdil (sklep št. 326-06/10-82/2, EPA 1291-V).

Sporazum o zračnem prometu med Vlado Republike Slovenije in Vlado Države Katar bistveno ne odstopa od osnutka sporazuma, priloženega pobudi za njegovo sklenitev, ki sta jo potrdila Vlada Republike Slovenije in Odbor za zunanjo politiko. Odstopanje predstavljata le sprejeta katarska predloga glede določitve le enega prevoznika za progo in glede preglednejših postopkov v primeru nesoglasja pri razreševanju odprtih vprašanj glede varnosti.

Angleška verzija sporazuma je bila podpisana dne 1. februarja 2011 v Dohi, Država Katar. Slovenska in arabska verzija sporazuma sta bili podpisani naknadno, v obliki izmenjave sporazumov po diplomatski poti. Slovensko besedilo sporazuma je skladno z originalnim besedilom sporazuma.

Sporazum začne veljati trideset dni po tem, ko zadnja pogodbenica drugo po diplomatski poti uradno obvesti, da so bili dokončani vsi notranji postopki za začetek njegove veljavnosti.

Za izpolnitev sporazuma ni potrebno zagotoviti dodatnih finančnih sredstev iz proračuna Republike Slovenije, za njegovo izvajanje pa se ne zahteva izdaja novih ali sprememba veljavnih predpisov.

Predlog zakona o ratifikaciji sporazuma ni predmet usklajevanja s pravnim redom Evropske unije.