

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE KINGDOM OF BELGIUM
AND
THE GOVERNMENT OF THE REPUBLIC OF ALBANIA
ON AIR TRANSPORT

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THE GOVERNMENT OF THE KINGDOM OF BELGIUM

AND

THE GOVERNMENT OF THE REPUBLIC OF ALBANIA

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

Desiring to conclude an agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories;

Desiring to ensure the highest degree of safety and security in international air transport;

Have agreed as follows:



ARTICLE 1

Definitions

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

- a) the term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the annexes or of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted or ratified by both Contracting Parties;
- b) the term "Agreement" means this Agreement, the Annex attached thereto, and any modifications to the Agreement or to the Annex;
- c) the term "aeronautical authorities" means: in the case of Belgium, The Ministry of Communications and Infrastructure, and in the case of the Republic of Albania, Minister of Transport and Telecommunication, in the person of General Directorate of Civil Aviation or, in both cases, any other authority or person empowered to perform the functions now exercised by the said authorities;
- d) the terms "Territory", "Air Service", "International Air Service", "Airline" and "Stop for non-traffic purposes" have the meaning respectively assigned to them in Articles 2 and 96 of the Convention;
- e) the term "Designated airline" means an airline which has been designated and authorised in accordance with Articles 3 and 4 of this Agreement;
- f) the term "Agreed services" means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail, separately or in combination;
- g) the term "Tariffs" means the prices to be paid for the carriage of passengers, baggage and 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;
- h) the term "Change of gauge" means the operation of one of the agreed services by a designated airline in such a way that one section of the route is flown by aircraft different in capacity from those used on another section;
- i) The terms "aircraft equipment", "ground equipment", "aircraft stores", "spare parts" have the meanings respectively assigned to them in Annex 9 of the Convention.



ARTICLE 2

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of international air services by the respective designated airlines:
 - a) to fly without landing across its territory;
 - b) to make stops in its territory for non-traffic purposes;
 - c) to make stops in its territory for the purpose of taking up and discharging, while operating the routes specified in the Annex, international traffic in passengers, cargo and mail originating in or destined for the territory of the other Contracting Party.

2. Nothing in paragraph 1 of this article shall be deemed to confer on a designated airline of one Contracting Party the privilege 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.

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ARTICLE 3

Designation to operate services

1. Each Contracting Party shall have the right to designate, by diplomatic note, to the other Contracting Party, one or more airlines to operate the agreed services on the routes specified in the Annex for such a Contracting Party.
2. Each Contracting Party shall have the right to withdraw, by diplomatic note to the other Contracting Party, the designation of any airline and to designate another one.



ARTICLE 4

Authorisation to operate services

1. Following receipt of a notice of designation by one Contracting Party pursuant to Article 3 of this Agreement, the aeronautical authorities of the other Contracting Party shall, consistent with its laws and regulations, grant without delay to the airlines so designated the appropriate authorisations to operate the agreed services for which those airlines have been designated.
2. Upon receipt of such authorisations the airlines may begin at any time to operate the agreed services, in whole or in part, provided that the airlines comply with the applicable provisions of this Agreement and that tariffs are established in accordance with the provisions of Article 13 of this Agreement.



ARTICLE 5

Revocation or suspension of operating authorisation

1. The aeronautical authorities of each Contracting Party shall have the right to withhold the authorisations referred to in Article 4 of this Agreement with respect to the airlines designated by the other Contracting Party, to revoke or suspend such authorisation or impose conditions, temporarily or permanently;
 - a) in the event of failure by such airlines to satisfy them that they are qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by these authorities in conformity with the Convention;
 - b) in the event of failure by such airlines to operate in accordance with the conditions prescribed under this Agreement;
 - c) in the event of failure by such airlines to comply with the laws and regulations of that Contracting Party;
 - d) in the event that they are not satisfied that the airlines are incorporated in and have their principal place of business in the territory of the other Contracting Party and further hold a current Air Operator's Certificate (AOC) issued by the aeronautical authorities of the other Contracting Party .

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 consultations with the aeronautical authorities of the other Contracting Party in conformity with Article 17 of this Agreement.



ARTICLE 6

Application of laws and regulations

1. The laws and regulations of one Contracting Party relating to the admission to, remaining in, or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft shall be complied with by the designated airlines of the other Contracting Party upon entrance into, departure from and while within the said territory.
2. The laws and regulations of one Contracting Party respecting entry, clearance, transit, immigration, passports, customs, currency, sanitary requirements and quarantine shall be complied with by the designated airlines of the other Contracting Party and by or on behalf of their crews, passengers, cargo and mail upon transit of, admission to, departure from and while within the territory of such Contracting Party;

Passengers in transit across the territory of either Contracting Party shall be subject to no more than a simplified control.

This provision shall not apply if the passenger is in transit to a destination situated in a State, Party to the Convention in pursuance of the Schengen Agreement of 14 June 1985.

3. Neither of the Contracting Parties shall give preference to its own or any other airline over an airline engaged in similar international air services of the other Contracting Party in the application of its regulations specified in paragraphs 1 and 2 of this article or in the use of airports, airways, air traffic services and associated facilities under its control.



ARTICLE 7

Certificates, licences and safety

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services on the routes specified in the Annex, provided that such certificates or licences were issued or rendered valid pursuant to, and in conformity with, the standards established under the Convention.

Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

2. If the certificates or licences referred to in paragraph 1 of this article were issued or rendered valid according to requirements different from the standards established under the Convention, and if such difference has been filed with the International Civil Aviation Organisation, the aeronautical authorities of the other Contracting Party may request consultations in accordance with Article 17 of this Agreement with a view to satisfying themselves that the requirements in question are acceptable to them.

Failure to reach a satisfactory agreement in matters regarding flight safety will constitute grounds for the application of Article 5 of this Agreement.

- 3.1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 days of that request.
- 3.2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Chicago Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed, shall be grounds for the application of Article 5 of this Agreement (revocation, suspension and variation of operating authorisations).
- 3.3. Notwithstanding the obligation mentioned in Article 33 of the Chicago Convention it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the airline or airlines of one Party on services to or from the territory of another Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an

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examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called «ramp inspection»), provided this does not lead to unreasonable delay.

- 3.4. If any such ramp inspection or series of ramp inspections gives rise to:
- a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Chicago Convention, or
 - b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Chicago Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Chicago 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 Chicago Convention.

- 3.5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by or on behalf of the airline or airlines of one Contracting Party in accordance with paragraph 3.3 above is denied by the representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 3.4 above arise and draw the conclusions referred in that paragraph.
- 3.6. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
- 3.7. Any action by one Contracting Party in accordance with paragraphs 3.2 or 3.6 above shall be discontinued once the basis for the taking of that action ceases to exist.



ARTICLE 8

Aviation Security

1. The Contracting Parties reaffirm that their obligation to protect, in their mutual relationship, the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.
2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of aircraft and other unlawful acts against the safety of passengers, crew, aircraft, airports and air navigation facilities and any other threat to aviation security.
3. The Contracting Parties shall act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970 and the Convention for the Suppression of Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, and any other multilateral agreement governing civil aviation security binding upon the Contracting Parties.
4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Parties; they shall require that operators of aircraft of their registry or operators who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.
5. Each Contracting Party agrees to observe the security provisions required by the other Contracting Party for entry into the territory of that other Contracting Party and to take adequate measures to inspect passengers, crew, their carry-on items as well as cargo prior to boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for special security measures for its aircraft or passengers to meet a particular threat.
6. When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.



7. Should a Contracting Party depart from the aviation security provisions of this article, the aeronautical authorities of the other Contracting Party may request immediate consultations with the aeronautical authorities of that Party. Failure to reach a satisfactory agreement within thirty (30) days will constitute grounds for application of Article 5 of this Agreement.



ARTICLE 9

User charges

1. The charges imposed in the territory of one Contracting Party on the designated airlines of the other Contracting Party for the use of airports and other aviation facilities by the aircraft of the designated airlines of the other Contracting Party shall not be higher than those imposed on a national airline of the first Contracting Party engaged in similar international services.
2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the facilities and services, where practicable, through the airlines' representative organisations. Reasonable notice should be given of any proposal for changes in user charges to enable them to express their views before changes are made.



ARTICLE 10

Customs and Excise

1. Each Contracting Party shall exempt the designated airlines of the other Contracting Party from import restrictions, customs duties, excise taxes, inspection fees and other national, regional or local duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, ground equipment, aircraft stores and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airlines of such other Contracting Party operating the agreed services, as well as printed ticket stock, airway bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by those designated airlines.
2. The exemptions granted by this article shall apply to the items referred to in paragraph 1 of this article, whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided such items are:
 - a) introduced into the territory of one Contracting Party by or on behalf of the designated airlines of the other Contracting Party, but not alienated in the territory of the said Contracting Party;
 - b) retained on board aircraft of the designated airlines of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;
 - c) taken on board aircraft of the designated airlines of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services.
3. The regular airborne equipment, the ground 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 legislation or regulations.
4. Baggage and cargo in direct transit shall be exempt from customs duties and other taxes.



5. The exemptions provided for by this article shall also be available where the designated airlines of one Contracting Party have contracted with another airline, which similarly enjoys such exemptions from the other Contracting Party, for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph 1 of this article.

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ARTICLE 11

Capacity

1. There shall be fair and equal opportunity for the designated airlines of each Contracting Party to operate the agreed services between and beyond their respective territories on the routes specified in the Annex to this Agreement.
2. In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interest of the designated airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same route.
3. The agreed services provided by the designated airlines of the Contracting Parties shall bear reasonable relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territories of the Contracting Parties.
4. The designated airlines shall, not later than 30 days prior to the date of operation of any agreed service, submit for approval their proposed flight programs to the aeronautical authorities of both Contracting Parties. Said flight programs shall include i.a. the type of service, the aircraft to be used, the frequencies and the flight schedules.
This shall likewise apply to later changes.
In special cases this time limit may be reduced, subject to the consent of the said authorities.



ARTICLE 12

Change of gauge and code-share

1. The designated airlines of one Contracting Party may make a change of gauge in the territory of the other Contracting Party on the following conditions:
 - a) that the substitution is justified by reasons of economy of operation;
 - b) that the aircraft operating on the sector more distant from the territory of the Contracting Party designating the airlines shall operate only in connection with the aircraft on the nearer sector and shall be scheduled so to do; the former shall arrive at the point of change for the purpose of carrying traffic transferred from or to be transferred into the latter, and the capacity shall be determined with primary reference to this purpose;
 - c) that the airlines shall not hold itself out to the public by advertisement or otherwise as providing a service which originates at the point where the change of aircraft is made, unless otherwise permitted by the Annex to this Agreement;
 - d) that in connection with any one aircraft flight into the territory of the other Contracting Party in which the change of aircraft is made, only one flight may be made out of that territory unless authorised by the aeronautical authorities of the other Contracting Party to operate more than one flight.
2. Notwithstanding the proviso in paragraph 1 of this article, in operating the agreed air services on the routes specified in the Annex, each designated airline may enter into code-share arrangements with an airline of any nationality provided the latter airline holds the appropriate route and traffic rights.



ARTICLE 13

Tariffs

1. The Contracting Parties shall allow that a tariff on one of the routes as specified in the annex shall be established by each of the designated airlines, if possible after consultation between those airlines.
2. The tariffs for carriage on agreed services to and from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service, the interest of users and, where it is deemed suitable, the tariffs of other airlines over all or part of the same route.
3. The tariffs shall be submitted for approval by the aeronautical authorities of both Contracting Parties at least forty-five (45) days before the proposed date of their introduction; in special cases, a shorter period may be accepted by the aeronautical authorities.

If within thirty (30) days from the date of receipt, the aeronautical authorities of one Contracting Party have not notified the aeronautical authorities of the other Contracting Party that they are dissatisfied with the tariff submitted to them, such tariff shall be considered to be acceptable and shall come into effect on the date stated in the proposed tariff.

In the event that a shorter period for the submission of a tariff is accepted by the aeronautical authorities, they may also agree that the period for giving notice of dissatisfaction be less than thirty (30) days.

4. If a notice of dissatisfaction has been filed in accordance with paragraph 3 of this article, the aeronautical authorities of the Contracting Parties shall hold consultations in accordance with Article 17 of this Agreement and endeavour to determine the tariff by agreement between themselves.
5. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 3 of this article or on the determination of any tariff under paragraph 4 of this article, the dispute shall be settled in accordance with the provisions of article 18 of this Agreement.



6. If the aeronautical authorities of one of the Contracting Parties become dissatisfied with an established tariff, they shall so notify the aeronautical authorities of the other Contracting Party and the designated airlines shall attempt, where required, to reach an agreement.

If within the period of ninety (90) days from the date of receipt of a notice of dissatisfaction, a new tariff cannot be established, the procedures as set out in paragraphs 4 and 5 of this article shall apply.

7. When tariffs have been established in accordance with the provisions of this article, those tariffs shall remain in force until new tariffs have been established in accordance with the provisions of this article or article 18 of this Agreement.
8. No tariff shall come into force if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the provision of paragraph 4 of article 18 of this Agreement.
9. The aeronautical authorities of both Contracting Parties shall endeavour to ensure that the tariffs charged and collected conform to the tariffs approved by them and are not subject to rebates.



ARTICLE 14

Staff requirements

1. The designated airlines of one Contracting Party shall be allowed on the basis of reciprocity, to maintain in the territory of the other Contracting Party their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services.
2. These staff requirements may, at the option of the designated airlines, be satisfied by their own personnel of any nationality or by using the services of any other organisation, company or airline operating in the territory of the other Contracting Party and authorised to perform such services in the territory of that Contracting Party.
3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party. Consistent with such law and regulations, each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary work permits, employment visas or other similar documents to the representatives and staff referred to in paragraph 1 of this article.
4. To the extent permitted under national law, both Contracting Parties shall dispense with the requirement of work permits or employment visas or other similar documents for personnel performing certain temporary services and duties.



ARTICLE 15

Sales and revenues

1. Each designated airline shall be granted the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, at its discretion, through its agents.

Each designated airline shall have the right to sell transportation in the currency of that territory or, at its discretion, in freely convertible currencies of other countries.

Any person shall be free to purchase such transportation in currencies accepted for sale by that airline.

2. Each Contracting Party grants to the designated airlines of the other Contracting Party the right of free transfer of the excess of receipts over expenditures earned by the designated airline in its territory. Such transfers shall be effected on the basis of the official exchange rates for current payments, or where there are no official exchange rates, at the prevailing foreign exchange market rates for current payments, applicable on the day of the introduction of the request for transfer by the airlines designated by the other Contracting Party and shall not be subject to any charges except normal service charges collected by banks for such transactions.
3. Each Contracting Party shall, on the basis of reciprocity, exempt the designated airlines of the other Contracting Party from any form of taxation on income or profits derived by those airlines in the territory of the first Contracting Party from the operation of international air services, as well as from any tax on turnover or capital.

This provision shall not apply if a Convention for the avoidance of double taxation providing for a similar exemption is in force between the Contracting Parties.



ARTICLE 16

Exchange of information

1. The aeronautical authorities of both Contracting Parties shall exchange information, as promptly as possible, concerning the current authorisations extended to their respective designated airlines to render service to, through, and from the territory of the other Contracting Party. This will include copies of current certificates and authorisations for services on specified routes, together with amendments, exemption orders and authorised service patterns.
2. Each Contracting Party shall cause its designated airlines to provide to the aeronautical authorities of the other Contracting Party, as long in advance as practicable, copies of tariffs, schedules, including any modification thereof, and all other relevant information concerning the operation of the agreed services, including information about the capacity provided on each of the specified routes and any further information as may be required to satisfy the aeronautical authorities of the other Contracting Party that the requirements of this Agreement are being duly observed.
3. Each Contracting Party shall cause its designated airlines to provide to the aeronautical authorities of the other Contracting Party statistics relating to the traffic carried on the agreed services showing the points of embarkation and disembarkation.



ARTICLE 17

Consultations

1. The aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring close co-operation in all matters affecting the implementation of, and satisfactory compliance with, the provisions of this Agreement and of its Annex.
2. Such consultations shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by the Contracting Parties.



ARTICLE 18

Settlement of disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.
2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or either Contracting Party may submit the dispute for decision to a Tribunal of three arbitrators.
3. The arbitral tribunal shall be constituted as follows:
Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt, by one Contracting Party, through diplomatic channels, of a request for arbitration from the other Contracting Party. These two arbitrators shall by agreement appoint a third arbitrator within a further period of sixty (60) days.
The third arbitrator shall be a national of a third State, shall act as President of the Tribunal and shall determine the place where arbitration will be held.

If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires.
4. The Contracting Parties undertake to comply with any decision or award given under paragraphs 2 and 3 of this article.

If either Contracting Party fails to comply with such decision, the other Contracting Party shall have grounds for the application of article 5 of this Agreement.
5. The expenses of the arbitral tribunal shall be shared equally between the Contracting Parties.



ARTICLE 19

Modifications

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days from the date of the request.
2. If a general multilateral air convention comes into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with paragraph 1 of this article may be held with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral convention.
3. Any modification agreed pursuant to such consultations shall come into force when it has been confirmed by an exchange of diplomatic notes.
4. The Contracting Parties agree that the Route Schedule in the Annex can be modified after agreement between the Aeronautical Authorities through an administrative arrangement.



ARTICLE 20

Termination

1. Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement.

Such notice shall be communicated simultaneously to the International Civil Aviation Organisation.

2. The Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual consent before the expiry of this period.

In the absence of acknowledgement 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 Organisation.



ARTICLE 21

Registration

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organisation.



ARTICLE 22

Entry into force

Each of the Contracting Parties shall notify the other Contracting Party through the diplomatic channel of the completion of its constitutional formalities required to bring this Agreement into effect.

The Agreement shall come into force on the first day of the month following the date of the last notification.



In witness whereof the undersigned, being duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate at
language.

on this

day of

in the English

FOR THE GOVERNMENT OF THE
KINGDOM OF BELGIUM



FOR THE GOVERNMENT OF THE
REPUBLIC OF ALBANIA



SCHEDULE OF ROUTES

1. Routes of the Kingdom of Belgium

Points of departure	Intermediate points	Points in Albania	Points beyond
Points in Belgium	Any	Points in Albania	Any

2. Routes of the Republic of Albania

Points of departure	Intermediate points	Points in Belgium	Points beyond
Points in Albania	Any	Points in Belgium	Any

Any point or points on the agreed routes may be omitted by the designated airlines of both Contracting Parties or may be operated in a different order on any or all flights, provided that the point of departure or arrival is in the country of their nationality.






REPUBLIKA E SHQIPERISE
MINISTRIA E FINANCAVE
Drejtoria e Thesarit dhe Borxhit
Sektori i Borxhit te Jashtem dhe Financimeve te Huaja

Bul. "Deshmorët e Kombit", Tirane.

Tel/Fax: +355-4-2502 64

Nr. 6740/13 Prot.

Tirane, më 28.10.2002

MINISTRISË SE TRANSPORTIT DHE TELEKOMUNIKACIONIT

TIRANE

Subjekti: Mendime per nje Projekt - vendim.

Ne vijim te shkreses tuaj Nr.3842, date 2.10.2002 lidhur me projekt-vendimin "Per miratimin ne parim te Marreveshjes ndermjet Qeverise se Republikes se Shqiperise dhe Qeverise se Mbreterise se Belgjikes per Transportin Ajror", shprehemi dakort, per sugjerimet:

- Titulli i Nenit 10 te ndryshohet nga 'Doganat dhe Akcizat' ne 'Perjashtimet nga detyrimet'.
- Ne nenin 6, pika 2 fjala 'pagesat' te zvendesohet me 'Taksat dhe tarifat'.

Ministria e Financave mbetet gjithnje e hapur per bashkepunim.

Kastriot ISLAMI



Zoti Zetundur
Zoti Pleqes
disponues
17. 10. 2002



REPUBLIKA E SHQIPËRISË
ZËVENDËSKRYEMINISTRI
MINISTRI I PUNËVE TË JASHTME

MINISTRIA E TRANSPORTIT
DHE TELEKOMUNIKACIONIT
NR. 3842 / PROT.
DATE 11. 16. 10. 2002

Lenda
le r emendjen Nr. 6478 Prot.

Tiranë, më 16. 10. 2002

Lënda: Jepet mendim për një projekt vendim

44)
Ilir Meta
(16/10/02

Z. SPARTAK POÇI

MINISTËR I TRANSPORTIT DHE TELEKOMUNIKACIONIT

TIRANË

Studiuam projekt vendimin “Për miratimin në parim të marrëveshjes ndërmjet Qeverisë së Republikës së Shqipërisë dhe Qeverisë së Mbretërisë së Belgjikës për Transportin Ajror” dhe në parim shprehemi dakort për miratimin e tij.

Sugjerojmë që, paragrafi i parë i nenit 22 “Hyrja në fuqi” të formulohet “Çdo Palë kontraktuese do të njoftojë Palën tjetër Kontraktuese, nëpërmjet rrugëve diplomatike, për përfundimin e procedurave të nevojshme kushtetuese për hyrjen në fuqi të kësaj Marrëveshje”.

ILIR META
MINISTRIA E PUNËVE TË JASHTME
REPUBLIKA E SHQIPËRISË

Zoti Sullami
Zoti Plaku
elispasari
23.10.2002

POSTE
DHE TELEKOMUNIKACIONIT
NR. 3342/2 PROT.
DATE 23 10 2002



REPUBLIKA E SHQIPËRISË
MINISTRIA E DREJTESISË
Drejtoria e Përgjithshme e Kodifikimit
Drejtoria e Legjislacionit dhe Asistencës Ligjore

Nr. 8332/1 Prot.

Tirane, më 22.10 2002

Lenda : Jepet mendim per nje projektvendim.

MINISTRISË SE TRANSPORTIT DHE TELEKOMUNIKACIONIT

Tirane

Lidhur me projektvendimin "Per miratimin ne parim te marreveshjes ndermjet Qeverise se Republikes se Shqiperise dhe Qeverise se Mbreterise se Belgjikes per transportin ajror", mendojme qe eshte i pershtatshem per tu paraqitur per miratim ne Keshillin e Ministrave, por sugjerojme qe ne pjesen hyrese te projektmarreveshjes dhe ne projektvendimin per miratimin ne parim, te dale si pale Keshilli i Ministrave te Republikes se Shqiperise, kjo ne perputhje me percaktimin e bere ne Kushtetute.

Duke ju falenderuar per mirekuptimin,

MINISTRI

Spiro Peçi
SPIRO PEÇI



*Zj. Jus
shikoni kështim e kontaktimit
me ~~DPAC~~ dhe kontaktimit
22.07.02.*



**REPUBLIKA E SHQIPERISE
MINISTRIA E PUNEVE TE JASHTME**

Drejtoria e Europës
Nr. 156 prot.

*Nr. 48 prot
dt. 22.01.02*

MINISTRIA E TRANSPORTIT
NR. 116 PROT.
DATA 16.01.2002

*- M. me fletë
- D.P.A.C.
Ger. ndje. Hje.
27.01.02
Z. Jusuf Jusufi*

Tiranë, më 11.01.2002

Lënda: Mbi marreveshjen per transportin ajror Shqiperi - Belgjike

MINISTRISE SE TRANSPORTEVE

KETU

Nga ambasada jone ne Bruksel njoftohemi se ne fund te muajit nentor, ne ministrine tuaj eshte derguar teksti i Projekt Marreveshjes per Transportin Ajror, Shqiperi - Belgjike.

Ambasada mbetet ne pritje te udhezimeve perkatese nga ministria juaj, per ndermarrjen e hapave te metejshme prane Ministrise belge te Transporteve.

Faleminderit per bashkepunimin.



MEMORANDUM OF UNDERSTANDING

Delegations representing the Government of the Kingdom of Belgium and the Government of the Republic of Albania met in Brussels on 18 June 2002 to negotiate a Bilateral Air Services Agreement.

1. List of Delegations

The list of delegations is attached hereto as Appendix 1.

2. Air Services Agreement

The two delegations negotiated and concluded a Bilateral Air Services Agreement including an Annex thereto. The text of the Agreement and its Annex, duly initialled by the leaders of both delegations, is hereto attached as Appendix 2.

3. Frequencies

The designated airlines of each Contracting Party receive an unlimited entitlement of passenger and cargo flights per week with any type of aircraft.

4. Grant of rights

Both delegations agreed to freely exchange 1st, 2nd, 3rd and 4th freedom traffic rights. No fifth freedom traffic rights will be exercised.

The negotiations were conducted in a very friendly and cordial atmosphere.

Pending the coming into force of the Agreement, the two delegations agreed that the contents of the Agreement and this Memorandum of Understanding shall be given provisional effect as of the today's date.

Done in two originals at Brussels on the 18 th day of June 2002.

For Belgium:
The head of delegation,



André Van Hove

For Albania:
The head of delegation,



Luan Jaupaj

DELEGATION OF ALBANIA

Brussels, 18 June 2002

Mr. Luan JAUPAJ

Head of the operational Inspectorate
Directorate General of Civil Aviation
Head of delegation

Mr. Harilla GOGA



Counsellor
Embassy of Albania



DELEGATION OF BELGIUM

Brussels, 18 June 2002

Mr. André VAN HOVE

Deputy Director General
Civil Aviation Administration
Head of delegation

Mrs. Simone FREDERICKX

Adviser Air Transport Division
Civil Aviation Administration

Mr. Pierre COLOT

Minister Plenipotentiary
Head of the Transportation Desk
Ministry of Foreign Affairs

Mr. Koen VERMEIR

Manager Bilateral Relations
Aeropolitical and External Affairs
Delta Air Transport, trading as SN Brussels
Airlines

Mr. Henri MARCHAL



AOC & Traffic Rights Assistant Manager
TNT Airways

