

**AIR TRANSPORT AGREEMENT
BETWEEN
THE GOVERNMENT OF
THE REPUBLIC OF CROATIA
AND
THE GOVERNMENT OF
THE UNITED STATES OF AMERICA**

The Government of the Republic of Croatia and the Government of United States of America (hereinafter, "the Contracting Parties");

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

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

Desiring to facilitate the expansion of international air transport opportunities;

Desiring to make it possible for airlines to offer the traveling and shipping public a variety of service options at the lowest prices that are not discriminatory and do not represent abuse of a dominant position, and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Recognizing the importance of international air transportation in promoting their mutual relations in trade, tourism and investments;

Desiring to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air transportation, and undermine public confidence in the safety of civil aviation;

Have agreed as follows:



Article 1

DEFINITIONS

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

1. **"Aeronautical authorities"** means, in the case of the Republic of Croatia, the Ministry of the Sea, Transport and Infrastructure, or its successor, and in the case of the United States, the Department of Transportation, or its successor, and any person or agency authorized to perform functions exercised by the said authorities;
2. **"Agreement"** means this Agreement, its Annexes, and any amendments thereto;
3. **"Air transportation"** means the public carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, for remuneration or hire;
4. **"Airline of a Contracting Party"** means an airline that is licensed by and has its principal place of business in the territory of that Contracting Party;
5. **"Convention"** means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:
 - a. any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties, and
 - b. any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Contracting Parties;
6. **"Designated airline"** means an airline designated and authorized in accordance with Article 3 of this Agreement;
7. **"Full cost"** means the cost of providing service plus a reasonable charge for administrative overhead;
8. **"International air transportation"** means air transportation that passes through the airspace over the territory of more than one State;
9. **"Price"** means any fare, rate or charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air transportation charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
10. **"Stop for non-traffic purposes"** means a landing for any purpose other than taking on or discharging passengers, baggage, cargo and/or mail in air transportation;

11. **"Territory"** means the land areas, internal waters, and territorial sea under the sovereignty of a Contracting Party; and

12. **"User charge"** means a charge imposed on airlines for the provision of airport, air navigation, or aviation security facilities or services including related services and facilities.

Article 2

GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of international air transportation by the airlines of the other Contracting Party:

- a. the right to fly across its territory without landing;
- b. the right to make stops in its territory for non - traffic purposes; and
- c. the rights otherwise specified in this Agreement.

2. Nothing in this Article shall be deemed to confer on the airline or airlines of one Contracting Party the rights to take on board, in the territory of the other Contracting Party, passengers, their baggage, cargo, or mail carried for compensation and destined for another point in the territory of that other Contracting Party.

Article 3

DESIGNATION AND AUTHORIZATION

1. Each Contracting Party shall have the right to designate as many airlines as it wishes to conduct international air transportation in accordance with this Agreement and to withdraw or alter such designations. Such designations shall be transmitted to the other Contracting Party in writing through diplomatic channels, and shall identify whether the airline is authorized to conduct the type of air transportation specified in Annex I or in Annex II or both.

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 appropriate authorizations and permissions with minimum procedural delay, provided:

a. substantial ownership and effective control of that airline are (1) vested in the Contracting Party designating the airline, nationals of that Contracting Party, or both; or, (2) in the case of the airlines designated by the Republic of Croatia, so long as the U.S.-EU Air Transport Agreement signed April 25 and 30, 2007 is in force or is being provisionally applied, vested in an EU Member State or States, nationals of such State or States, or both;

b. the airline is an airline of the designating Contracting Party under Article 1(4);

c. the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Contracting Party considering the application or applications; and

d. the Contracting Party designating the airline is maintaining and administering the standards set forth in Article 6 (Safety) and Article 7 (Aviation Security).

Article 4

REVOCATION OF AUTHORIZATION

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

a. substantial ownership and effective control of that airline are not (1) vested in the Contracting Party designating the airline, nationals of that Contracting Party, or both; or, (2) in the case of the airlines designated by the Republic of Croatia, so long as the U.S.-EU Air Transport Agreement signed April 25 and 30, 2007 is in force or is being provisionally applied, vested in an EU Member State or States, nationals of such State or States, or both;

b. the airline is not an airline of the designating Contracting Party under Article 1(4);

c. that airline has failed to comply with the laws and regulations referred to in Article 5 (Application of Laws) of this Agreement; or

d. the other Contracting Party is not maintaining and administering the standards as set forth in Article 6 (Safety).

2. Unless immediate action is essential to prevent further noncompliance with subparagraphs 1c or 1d of this Article, the rights established by this Article shall be exercised only after consultation with the other Contracting Party.



3. This Article does not limit the rights of either Contracting Party to withhold, revoke, limit or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Contracting Party in accordance with the provisions of Article 7 (Aviation Security).

Article 5

APPLICATION OF LAWS

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

2. While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, crew or cargo of the other Contracting Party's airlines.

Article 6

SAFETY

1. Each Contracting Party shall recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Contracting Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention. Each Contracting Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Contracting Party.

2. Either Contracting Party may request consultations concerning the safety standards maintained by the other Contracting Party relating to aeronautical facilities, aircrews, aircraft, and operation of the designated airlines. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards and requirements in these areas that at least equal the minimum standards that may be established pursuant to the Convention, the other Contracting Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards, and the other Contracting Party shall take appropriate corrective action. Each Contracting Party reserves the right to withhold, revoke, or limit the operating authorization or technical permission of an airline or airlines designated by the other Contracting Party in the



event the other Contracting Party does not take such appropriate corrective action within a reasonable time.

Article 7

AVIATION SECURITY

1. In accordance 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 the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, done at Tokyo September 14, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, done at The Hague December 16, 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal September 23, 1971, and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, done at Montreal February 24, 1988.
2. 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, of their passengers and crew, and of airports and air navigation facilities, and to address any other threat to the security of civil air navigation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security standards and appropriate recommended practices established by the International Civil Aviation Organization and designated as Annexes to the Convention; they shall require that operators of aircraft of their registry, operators of aircraft who have their principal place of business or permanent residence in their territory, and the operators of airports in their territory act in conformity with such aviation security provisions.
4. Each Contracting Party agrees to observe the security provisions required by the other Contracting Party for entry into, for departure from, and while within the territory of that other Contracting Party and to take adequate measures to protect aircraft and to inspect passengers, crew, and their baggage and carry-on items, as well as cargo and aircraft stores, prior to and during boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for special security measures to meet a particular threat.
5. 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 or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat.

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within 15 days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorization and technical permissions of an airline or airlines of that Contracting Party. When required by an emergency, a Contracting Party may take interim action prior to the expiry of 15 days.

Article 8

COMMERCIAL OPPORTUNITIES

1. The airlines of each Contracting Party shall have the right to establish offices in the territory of the other Contracting Party for the promotion and sale of air transportation.

2. The designated airlines of each Contracting Party shall be entitled, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence, and employment, to bring in and maintain in the territory of the other Contracting Party managerial, sales, technical, operational, and other specialist staff required for the provision of air transportation or to engage services of any other organization, company or airline operating in the territory of the other Contracting Party which is allowed to perform such services .

3. Any airline of each Contracting Party may engage in the sale of air transportation in the territory of the other Contracting Party directly and, at the airline's discretion, through its agents, except as may be specifically provided by the charter regulations of the country in which the charter originates that relate to the protection of passenger funds, and passenger cancellation and refund rights. Each airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.

4. Each airline shall have the right to convert and remit to its country, on demand, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transactions and remittance on the date the carrier makes the initial application for remittance.

5. The airlines of each Contracting Party shall be permitted to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the airlines of each Contracting Party may pay for

such expenses in the territory of the other Contracting Party in freely convertible currencies according to local currency regulation.

6. In operating or holding out the authorized services on the agreed routes, any designated airline of one Contracting Party may enter into cooperative marketing arrangements such as blocked-space, code-sharing or leasing arrangements, with

- a) an airline or airlines of either Contracting Party;
- b) an airline or airlines of a third country; and
- c) a surface transportation provider of any country;

provided that all participants in such arrangements (i) hold the appropriate authority and (ii) meet the requirements normally applied to such arrangements.

7. a. Without prejudice to subparagraph (b) below, each designated airline shall have in relation to ground-handling in the territory of the other Contracting Party:

- (i) the right to perform its own ground-handling ("self-handling") or, at its option,
- (ii) the right to select among competing suppliers that provide ground-handling services in whole or in part where such suppliers are allowed market access on the basis of the laws and regulations of each Contracting Party and where such suppliers are present in the market.

b. The rights under (i) and (ii) in subparagraph (a) above shall be subject only to specific constraints of available space or capacity arising from the need to maintain safe operation of the airport. Where such constraints preclude self-handling and where there is no effective competition between suppliers that provide ground-handling services, all such services shall be available on both an equal and an adequate basis to all airlines; prices of such services shall not exceed their full cost including a reasonable return on assets, after depreciation.

8. Notwithstanding any other provision of this Agreement, airlines and indirect providers of cargo transportation of both Contracting Parties shall be permitted, without restriction, to employ in connection with international air transportation any surface transportation for cargo to or from any points in the territories of the Contracting Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo air transportation. Such intermodal cargo services may be offered at

a single, through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

Article 9

CUSTOMS DUTIES AND CHARGES

1. On arriving in the territory of one Contracting Party, aircraft operated in international air transportation by the designated airlines of the other Contracting Party, their regular equipment, ground equipment, fuel, lubricants, consumable technical supplies, spare parts (including engines), aircraft stores (including but not limited to such items of food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transportation shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges that are (a) imposed by the national authorities, and (b) not based on the cost of services provided, provided that such equipment and supplies remain on board the aircraft.

2. There shall also be exempt, on the basis of reciprocity, from the taxes, levies, duties, fees and charges referred to in paragraph 1 of this Article, with the exception of charges based on the cost of the service provided:

a. aircraft stores introduced into or supplied in the territory of a 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;

b. ground equipment and spare parts (including engines) introduced into the territory of a Contracting Party for the servicing, maintenance, or repair of aircraft of an airline of the other Contracting Party used in international air transportation;

c. fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Contracting Party for use in an aircraft of an airline of the other Contracting Party engaged in international air transportation, even when these supplies 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

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.

3. Equipment and supplies referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities.

4. The exemptions provided 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 paragraphs 1 and 2 of this Article.

5. In the event that Croatia envisions applying to the fuel supplied to aircraft of U.S. airlines in the territory of Croatia any tax, levy, duty, fee or other charge, that issue shall be referred to consultations under Article 13 of the Agreement and shall be decided on the basis of consensus between the Government of the United States of America and the Government of the Republic of Croatia.

Article 10

USER CHARGES

1. User charges that may be imposed by the competent charging authorities or bodies of each Contracting Party on the airlines of the other Contracting Party shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. In any event, any such user charges shall be assessed on the airlines of the other Contracting Party on terms not less favorable than the most favorable terms available to any other airline at the time the charges are assessed.

2. User charges imposed on the airlines of the other Contracting Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation, and aviation security facilities and services at the airport or within the airport system. Such charges may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its territory and the airlines using the services and facilities, and shall encourage the competent charging authorities or bodies and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 1 and 2 of this Article. Each Contracting Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before changes are made.

4. Neither Contracting Party shall be held, in dispute resolution procedures pursuant to Article 14, to be in breach of a provision of this Article, unless (a) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Contracting Party within a reasonable amount of time; or (b) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

Article 11

FAIR COMPETITION

1. Each Contracting Party shall allow a fair and equal opportunity for the designated airlines of both Contracting Parties to compete in providing the international air transportation governed by this Agreement.

2. Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers based upon commercial considerations in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Contracting Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

3. Neither Contracting Party shall impose on the other Contracting Party's designated airlines a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement.

4. Neither Contracting Party shall require the filing of schedules, programs for charter flights, or operational plans by airlines of the other Contracting Party for approval, except as may be required on a non-discriminatory basis to enforce the uniform conditions foreseen by paragraph 2 of this Article or as may be specifically authorized in an Annex to this Agreement. If a Contracting Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on designated airlines of the other Contracting Party.

Article 12

PRICING

1. Each Contracting Party shall allow prices for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:

- a. prevention of unreasonably discriminatory prices or practices;
- b. protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
- c. protection of airlines from prices that are artificially low due to direct or indirect governmental subsidy or support.

2. Prices for international air transportation between the territories of the Contracting Parties shall not be required to be filed. Notwithstanding the foregoing, the designated airlines of the Contracting Parties shall continue to provide immediate access, on request, to information on historical, existing, and proposed prices to the aeronautical authorities of the Contracting Parties in a manner and format acceptable to those aeronautical authorities.

3. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by (i) an airline of either Contracting Party for international air transportation between the territories of the Contracting Parties, or (ii) an airline of one Contracting Party for international air transportation between the territory of the other Contracting Party and any other country, including in both cases transportation on an interline or intraline basis. If either Contracting Party believes that any such price is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the price shall go into effect or continue in effect.

Article 13

CONSULTATIONS

Either Contracting Party may, at any time, request consultations relating to this Agreement, including but not limited to interpretation and application of this Agreement.

Such consultations shall begin at the earliest possible date, but not later than 60 days from the date the other Contracting Party receives the request unless otherwise agreed.

Article I4

SETTLEMENT OF DISPUTES

1. Any dispute arising under this Agreement, except those that may arise under paragraph 3 of Article 12 (Pricing), that is not resolved by a first round of formal consultations may be referred by agreement of the Contracting Parties for decision to some person or body. If the Contracting Parties do not so agree, the dispute shall, at the request of either Contracting Party, be submitted to arbitration in accordance with the procedures set forth below.

2. Arbitration shall be by an arbitral Tribunal of three arbitrators to be constituted as follows:

a. Within 30 days after the receipt of a request for arbitration, each Contracting Party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral Tribunal;

b. If either Contracting Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph a. of this paragraph, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to appoint the necessary arbitrator or arbitrators within 30 days. If the President of the Council is of the same nationality as one of the Contracting Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

3. Except as otherwise agreed, the arbitral Tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedural rules. The arbitral Tribunal, once formed, may recommend interim relief measures pending its final determination. At the direction of the arbitral Tribunal or at the request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than 15 days after the arbitral Tribunal is fully constituted.

4. Except as otherwise agreed or as directed by the arbitral Tribunal, each Contracting Party shall submit a memorandum within 45 days of the time the arbitral Tribunal is fully constituted. Replies shall be due 60 days later. The arbitral Tribunal shall hold a hearing at the request of either Contracting Party or on its own initiative within 15 days after replies are due.



5. The arbitral Tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted. The decision of the majority of the arbitral Tribunal shall prevail.

6. The Contracting Parties may submit requests for clarification of the decision within 15 days after it is rendered and any clarification given shall be issued within 15 days of such request.

7. Each Contracting Party shall, to the degree consistent with its national law, give full effect to any decision or award of the arbitral Tribunal.

8. If the arbitral Tribunal determines that there has been a violation of this Agreement and the responsible Contracting Party does not cure the violation, or does not reach a mutually satisfactory agreement with the other Contracting Party within 40 days after notification of the arbitral Tribunal's decision, the other Contracting Party may suspend the application of comparable benefits arising under this Agreement until such time as the Contracting Parties have reached agreement on a resolution of the dispute. Nothing in this paragraph shall be construed as limiting the right of either Contracting Party to take countermeasures in accordance with international law.

9. The expenses of the arbitral Tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties. Any expenses incurred by the President of the Council of the International Civil Aviation Organization in connection with the procedures of paragraph 2b of this Article shall be considered to be part of the expenses of the arbitral Tribunal.

Article 15

TERMINATION

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 sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate at midnight (at the place of receipt of the notice to the other Contracting Party) at the end of the International Air Transport Association (IATA) traffic season in effect one year following the date of written notification of termination, unless the notice is withdrawn by agreement of the Parties before the end of this period.

Article 16

REGISTRATION WITH ICAO

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

Article 17

ENTRY INTO FORCE

This Agreement shall enter into force on the date of the last written notification by which the Contracting Parties inform each other, through diplomatic channels, that all the internal legal requirements necessary for its entry into force have been fulfilled.

Upon its entry into force this Agreement shall supersede, as between the Republic of Croatia and the United States of America, the Air Transport Agreement between the Socialist Federal Republic of Yugoslavia and the United States of America, signed at Washington on 15 December 1977, as amended, and the Nonscheduled Air Service Agreement between the Socialist Federal Republic of Yugoslavia and the United States of America, signed at Belgrade September 27, 1973, as amended.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at _____, this _____ day of _____, 20___, in duplicate, in the Croatian and English languages, both texts being equally authentic.

**FOR THE GOVERNMENT OF
THE REPUBLIC OF CROATIA**

**FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA**



ANNEX I

SCHEDULED AIR TRANSPORTATION

Section 1

Routes

Airlines of each Contracting Party designated under this Annex shall, in accordance with the terms of their designation, be entitled to perform scheduled international air transportation between points on the following routes:

A. Routes for the airline or airlines designated by the Government of the Republic of Croatia:

1. From points behind the Republic of Croatia via the Republic of Croatia and intermediate points to a point or points in the United States and beyond.
2. For all-cargo service or services, between the United States and any point or points.

B. Routes for the airline or airlines designated by the Government of the United States:

1. From points behind the United States via the United States and intermediate points to a point or points in the Republic of Croatia and beyond.
2. For all-cargo service or services, between the Republic of Croatia and any point or points.

Section 2
Operational Flexibility

Each designated airline may, on any or all flights and at its option:

1. operate flights in either or both directions;
2. combine different flight numbers within one aircraft operation;
3. serve behind, intermediate, and beyond points and points in the territories of the Contracting Parties on the routes in any combination and in any order;
4. omit stops at any point or points;

5. transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes;
6. serve points behind any point in its territory with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services; and
7. make stopovers at any point(s) whether within or outside the territory of either Party;

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement; provided that, with the exception of all-cargo services, the service serves a point in the territory of the Contracting Party designating the airline.

Section 3 Change of Gauge

On any segment or segments of the routes above, any designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated; provided that, with the exception of all-cargo services, in the outbound direction, the transportation beyond such point is a continuation of the transportation from the territory of the Contracting Party that has designated the airline and, in the inbound direction, the transportation to the territory of the Contracting Party that has designated the airline is a continuation of the transportation from beyond such point.

ANNEX II

CHARTER AIR TRANSPORTATION

Section 1

A. Airlines of each Contracting Party designated under this Annex shall, in accordance with the terms of their designation, have the right to carry international charter traffic of passengers (and their accompanying baggage) and/or cargo (including, but not limited to, freight forwarder, split, and combination (passenger/cargo) charters):

1. Between any point or points in the territory of the Contracting Party that has designated the airline and any point or points in the territory of the other Contracting Party; and

2. Between any point or points in the territory of the other Contracting Party and any point or points in a third country or countries, provided that, except with respect to cargo charters, such service constitutes part of a continuous operation, with or without a change of aircraft, that includes service to the homeland for the purpose of carrying local traffic between the homeland and the territory of the other Contracting Party.

B. In the performance of services covered by this Annex, airlines of each Contracting Party designated under this Annex shall also have the right: (1) to make stopovers at any points whether within or outside of the territory of either Contracting Party; (2) to carry transit traffic through the other Contracting Party's territory; (3) to combine on the same aircraft traffic originating in one Contracting Party's territory, traffic originating in the other Contracting Party's territory, and traffic originating in third countries; and (4) to perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated; provided that, except with respect to cargo charters, in the outbound direction, the transportation beyond such point is a continuation of the transportation from the territory of the Contracting Party that has designated the airline and in the inbound direction, the transportation to the territory of the Contracting Party that has designated the airline is a continuation of the transportation from beyond such point.

C. Each Contracting Party shall extend favorable consideration to applications by airlines of the other Contracting Party to carry traffic not covered by this Annex on the basis of comity and reciprocity.

Section 2

A. Any airline designated by either Contracting Party performing international charter air transportation originating in the territory of either Contracting Party, whether on a one-way or round-trip basis, shall have the option of complying with the charter laws, regulations, and rules either of its homeland or of the other Contracting Party. If a Contracting Party applies different rules, regulations, terms, conditions, or limitations to one or more of its airlines, or to airlines of different countries, each designated airline shall be subject to the least restrictive of such criteria.

B. However, nothing contained in the above paragraph shall limit the rights of either Contracting Party to require airlines designated under this Annex by either Contracting Party to adhere to requirements relating to the protection of passenger funds and passenger cancellation and refund rights.

Section 3

Except with respect to the consumer protection rules referred to in the preceding paragraph, neither Contracting Party shall require an airline designated under this Annex by the other Contracting Party, in respect of the carriage of traffic from the territory of that other Contracting Party or of a third country on a one-way or round-trip basis, to submit more than a declaration of conformity with the applicable laws, regulations and rules referred to under section 2 of this Annex or of a waiver of these laws, regulations, or rules granted by the applicable aeronautical authorities.

