

AGREEMENT
BETWEEN THE GOVERNMENT OF THE RUSSIAN FEDERATION
AND THE GOVERNMENT OF THE REPUBLIC OF AZERBAIJAN
On international road transport

(Baku, Jan. 9, 2001)

The Government of the Russian Federation and the Government of the Republic of Azerbaijan, hereinafter referred to as the Contracting Parties,

Desiring to develop on the basis of reciprocity, passenger and cargo traffic between the two countries and the transit through their territories, and desiring to facilitate this message

Have agreed as follows:

Article 1

In accordance with this Agreement shall operate scheduled and non-scheduled road transport of passengers and goods between the two countries and the transit through their territories of motor vehicles registered in the Russian Federation and the Republic of Azerbaijan.

Article 2

1. Regular passenger buses arranged by agreement between the competent authorities of the Contracting Parties.

2. Proposals for the organization of such transportation shall be passed to each other by the competent authorities of the Contracting Parties. These proposals should include information about the name of the carrier (the firm), itinerary, timetables, fares, stopping points at which the carrier will embark and disembark passengers, as well as on the proposed term and regularity of traffic.

3. The competent authorities of the Contracting Parties shall issue written permission for regular passenger traffic on the section of road that runs through their territories.

Article 3

1. To carry out occasional transport of passengers by bus between the two countries or transit through their territories, with the exception of transport referred to in Article 4 of this Agreement shall be required in each case authorization by the competent authorities of the other Contracting Party who are entitled to make one journey there and back, if otherwise specified in the permit. The competent authorities of the Contracting Parties to agree among themselves the procedure for issuing these permits and their shape.

2. The competent authorities of the Contracting Parties will annually send each other free of charge agreed number of blank permits for non-scheduled passenger transport. These forms must bear the stamp and signature of the responsible person of the competent authority of a Contracting Party.

3. The competent authorities of the Contracting Parties shall agree between themselves the method and timing of the exchange of permit forms.

Article 4

1. No permissions are required to perform occasional transport of passengers by bus between the two countries or transit through their territory in cases where a group of passengers in the same composition carried on the same bus during the trip and at the same time:

a) The trip begins and ends in the territory of the Contracting Party where the bus;

b) The trip begins in the territory of the Contracting Party where the coach is registered and ends on the territory of the other Contracting Party, provided that the bus was leaving the area empty or if the bus is empty drives for return transportation by the same carrier of passengers from the territory of the other Contracting Party to which this group was previously delivered.

2. Permission to perform occasional services are not needed to replace a faulty bus by another bus.

3. With the transport operations referred to in paragraph 1 of this Article, the bus driver must have a passenger list, compiled by a special form approved by the competent authorities of the Contracting Parties.

Article 5

1. Transport of goods between the states of the Contracting Parties, or transit through their territories, with the exception of transport referred to in Article 6 of this Agreement shall be commercial vehicles on the basis of permits issued by the competent authorities of the Contracting Parties.

2. For each transportation of goods must be issued a separate permit, which gives the right to perform a round trip, unless otherwise specified in the permit.

3. The competent authorities of the Contracting Parties will annually send each other free of charge agreed number of blank permits for transport of goods. These forms must bear the stamp and signature of the responsible person of the competent authority of a Contracting Party.

4. The competent authorities of the Contracting Parties shall agree between themselves the method and timing of the exchange of permit forms.

Article 6

1. The authorizations referred to in Article 5 of this Agreement shall not be required for the transportation of:

- a) exhibits, equipment and materials for fairs and exhibitions;
- b) vehicles, animals, and various equipment and property intended for sporting events;
- b) theatrical scenery and props, musical instruments, equipment and accessories for filming, and radio and television broadcasts;
- g) bodies and the ashes of the dead;
- e) mail;
- e) damaged vehicles registered in the territory of one of the Contracting Parties;
- g) the personal property in the relocation;
- h) medical equipment and medicines to assist in disaster relief;
- i) goods vehicles of a total mass, including the trailer does not exceed 6 tons and capacity, including trailers, does not exceed 3.5 tonnes.

2. Permits are required for the passage of vehicles technical assistance for repair or towing vehicles.

3. The exceptions provided in subparagraphs "a" "B" and "c" of paragraph 1 of this Article shall apply only if the goods are to be returned to the territory of the State in which the vehicle is registered, or if the goods will be transported to the territory of a third State.

Article 7

1. The carrier must first obtain a special authorization from the competent supervisory authority of the other Contracting Party, unless size or weight parameters of the vehicle, the next empty or with a load that exceeds the established in the territory of the other Contracting Parties to the norm.

2. If referred to in paragraph 1 of this Article provides for a special permit movement of the

vehicle on a certain route, the transportation must be carried out on this route.

Article 8

Transport of dangerous goods should be carried out on the territory of the other Contracting Party in accordance with the legislation and the national legislation of that Contracting Party.

Article 9

1. Transportation provided for in this Agreement may be performed only by carriers who, in accordance with the laws of the state have the right to carry international traffic.

2. Motor vehicles of the Contracting Parties involved in international transportation, must have a registration and distinguishing marks of the state.

Article 10

1. The carrier is not permitted to transport passengers and cargo between two points within the territory of the other Contracting Party.

2. Carrier may carry traffic from the territory of the other Contracting Party in the territory of a third State, as well as the territory of a third country to the territory of the other Contracting Party, by special permission of the competent authority of the other Contracting Party.

3. The competent authorities of the Contracting Parties will annually provide the other agreed number of blank permits for transportation to / from third countries. These forms must bear the stamp and signature of the responsible person of the competent authority of a Contracting Party.

Article 11

1. The driver of a bus or truck should have a national or international driving license corresponding to the category of vehicle they, and national registration documents for the vehicle.

2. National or international driving license and national registration documents must conform to the models established by the Vienna Convention on Road Traffic of 8 November 1968.

3. Transportation of goods provided for in this Agreement shall be carried out on overhead, the shape of which corresponds to a common international standard.

4. Resolution and other documents required under the provisions of this Agreement shall be retained by the driver of the vehicle and be produced at the request of the competent supervisory authorities of the Contracting Parties.

Article 12

Payments made under this Agreement shall be made in accordance with applicable between the Contracting Parties at the date of payment arrangements for payments.

Article 13

Vehicles transporting passengers and cargo under this Agreement shall be exempt from fees and charges related to the possession and use of motor vehicles, with the use and maintenance of roads, with the exception of fees and charges for the use of toll roads, highways, bridges and tunnels if such fees and charges shall be subject to levy, including a motor vehicle of the other Contracting Party.

Article 14

1. When the traffic on the basis of this Agreement mutually exempted from customs duties, charges and taxes imported into the territory of the other Contracting Party:

- a) Fuel contained in the specified for each model of vehicle tanks, technologically and structurally related to the power supply system and factory-installed;
- b) lubricants in quantities required for use during the transport;
- c) spare parts and tools in the quantities required for the normal operation of the vehicle, providing international services.

2. Unused or replaced parts and tools shall be re-exported or placed under the customs regime of destruction or other customs regime in accordance with the procedure established by the customs legislation of the country of the Contracting Parties.

Article 15

Transportation under this Agreement may be made only if the mandatory pre liability insurance for each vehicle performing these transportation, for damages caused to third parties.

Article 16

With respect to the border, customs and sanitary controls will apply the provisions of international treaties to which the Russian Federation and the Republic of Azerbaijan, and in matters not regulated by these instruments will apply the law of the Contracting Parties.

Article 17

Immigration, customs and health inspection will be carried out of the lineup for transportation of persons in need of urgent medical care, regular transport of passengers by bus, as well as transportation of perishable goods and animals.

Article 18

Carriers of the Contracting Parties are required to comply with the law, including the rules of the road, of the Contracting Party in whose territory the vehicle.

Article 19

1. In case of violation of the provisions of this Agreement, the authorized carrier of the State of one Contracting Party in the territory of the other Contracting Party, the competent authorities of the Contracting Parties shall inform the competent authorities of the other Contracting Party in the territory of the state where the vehicle is registered.

2. The competent authorities of the Contracting Party in the territory of a State which has been a violation, may apply to the competent authorities of the other Contracting Party to the proposal on the use of the carrier, which is in breach of the following measures:

- a) warning;
- b) temporarily suspend part or all of the rights of the carrier for the transportation on the territory of the Contracting Party where the violation.

3. Measures taken pursuant to paragraph 2 of this Article, the competent authorities of the Contracting Parties shall inform each other in a timely manner.

4. The provisions of this Article shall not prevent the application of sanctions against the carrier of the other Contracting Party, provided by the law of the state where the violation.

Article 20

1. To carry out the provisions of this Agreement and solutions arising disputes the competent authorities of the Contracting Parties and the Joint Commission, acting on a permanent basis.

2. Meetings of the Joint Committee shall be held once a year, alternately in the territories of the Contracting Parties. An extraordinary meeting of the Joint Committee may be convened at the suggestion of any of the Contracting Parties.

3. Practical issues related to the implementation of passenger and cargo carriers are regulated directly between the Contracting Parties.

Road transport operators of one Contracting Party, in accordance with the national legislation of the other Contracting Party may establish offices in the territory of the other Contracting Party for the purpose of organizing and carrying out the transportation of passengers and cargo in international traffic.

Article 21

Issues not covered by this Agreement, as well as international treaties to which both Contracting Parties shall be resolved under the laws of the state of each of the Contracting Parties.

Article 22

This Agreement shall not affect the rights and obligations of the Contracting Parties under other international agreements concluded by them.

Article 23

The application of this Agreement shall be conducted in accordance with the Protocol, which is an integral part of the (attached).

Article 24

1. This Agreement shall enter into force 30 days from the date of the last written notification the Contracting Parties through diplomatic channels of the completion of their internal procedures necessary for its entry into force.

2. This Agreement is concluded for an unlimited period of time and will be valid until the expiration of 90 days from the day when one of the Contracting Parties through diplomatic channels to inform the other Contracting Party of its desire to terminate it.

Done in Baku on 9 January 2001, in two copies, each in the Russian and Azerbaijani languages, both texts being equally authentic.

(Signatures)

App

PROTOCOL

**THE APPLICATION OF THE AGREEMENT
BETWEEN THE GOVERNMENT OF THE RUSSIAN FEDERATION
AND THE GOVERNMENT OF THE REPUBLIC OF AZERBAIJAN
On international road transport**

As regards the application of the Agreement between the Government of the Russian Federation and the Government of the Republic of Azerbaijan on international road transport, signed in Baku on 9 January 2001, an agreement was reached on the following:

1. The Agreement by the competent authorities of the Contracting Parties to be understood: the Russian Party - Ministry of Transport of the Russian Federation, and in terms of Article 7 and paragraph 4 of Article 11, as the Ministry of Internal Affairs of the Russian Federation;

with Azerbaijan Party - State Concern "Azeravtonaglyyat" before the formation of the Ministry of Transport of Azerbaijan Republic

and in terms of Article 7 and paragraph 4 of Article 11, as the state company "Azeravtoyol" and the Ministry of Internal Affairs of the Republic of Azerbaijan.

2. In the Agreement should be understood:

the term "carrier" - any natural or legal person registered in the territory of one of the Contracting Parties and approval in accordance with the national legislation to implement international carriage of passengers or cargo;

the term "vehicle":

for freight transportation - motor vehicle with a mechanical drive, including trailers and semi-trailers for the transport of goods;

for passengers - the bus, that is a motor vehicle designed to carry passengers and having more than 9 seats, including the driver, and a trailer to transport luggage;

the term "regular service" - transport carried out by buses of the Contracting Parties on a previously agreed timetable and route, indicating the start and end points of motion and stopping points at which the carrier will embark and disembark passengers;

the term "non-scheduled" - all other passenger buses that do not fall under the definition of the term "regular service";

the term "health monitoring" - health, veterinary and phytosanitary control.

3. Each authorization provided for in Articles 3 and 5 of the Agreement, valid for transportation back and forth.

Permits provided for in Articles 5 and 10 of the Agreement, do not relieve carriers and cargo owners from the obligation to obtain necessary in accordance with the laws of the Contracting Parties shall permit the customs authorities.

4. When transporting cargo trailers may be registered in other countries, provided that a truck tractor or car is registered in the territory of one of the Contracting Parties.

5. The position of subparagraph "a" of paragraph 1 of Article 14 of the Agreement only applies to fuel that is in designed for each model of vehicle tanks fitted by the manufacturer only for tractors and motor vehicles, as well as the Fuel contained in the tanks fitted to trailers and semi-trailers and intended solely for refrigeration refrigerator, unless otherwise agreed by the Contracting Parties.

This Protocol is an integral part of the Agreement.
