

A G R E E M E N T
BETWEEN
THE SLOVAK REPUBLIC
AND
MONGOLIA
ON INTERNATIONAL TRANSPORT BY ROAD

The Slovak Republic and Mongolia (hereinafter referred to as the “Contracting Parties”),

Considering the favorable conditions created to foster multi-faceted mutually beneficial cooperation;

Recognizing the future needs for strengthening the road transport connectivity between and through their territories;

Have agreed as follows:

Article 1

In this Agreement the term:

- a) “truck” means any vehicle, trailer, semi-trailer designed for carriage of goods;
- b) “bus” means any vehicle designed for carriage of passengers with more than nine (9) seats, including the driver’s seat; a trailer may be coupled to it for transport of luggage;
- c) “regular passenger service” means the carriage of passengers on prescribed routes with fixed points of departure and destination in accordance with traffic schedule agreed in advance by the Contracting Parties;
- d) “non-regular passenger service” means any carriage of passengers by bus other than services specified in provision (c) of this Article;
- e) “transit transport” means carriage of passengers and goods through the territory of either of the Contracting Parties to the territory of third the country;
- f) “third country” means any State not being Party to this Agreement;
- g) “Competent Authority” means a government entity of the Contracting Parties in charge of road transport or their duly authorized representative.

Article 2

Transport services under this Agreement between and/or transiting through the territories of the Contracting Parties, either regular or non-regular passenger service and/or transport of goods shall only be performed by vehicles registered in the territories of the either Contracting Party.

Article 3

Request for operation of regular passenger service shall be exchanged in advance by the Competent Authorities of the Contracting Parties. The request shall include name of carrier, route of the trip, schedule, price of fare, passenger boarding and exit points, duration and frequency of the service.

Article 4

4.1. Transport services between and/or transiting through the territories of the Contracting Parties, except in cases specified in Article 5 of this Agreement, shall be carried out with permit issued by the Competent Authorities of the Contracting Parties.

4.2. The Competent Authorities of the Contracting Parties shall issue permit valid only for the specified route on the territory of that Contracting Party.

4.3. The permit for non-regular passenger service shall be valid for one round-trip service, if not otherwise specified in the permit.

Article 5

Permit requirement shall be exempt for bus journey which will replace a broken or damaged bus.

Article 6

6.1. The carriage of goods between and transit through the territories of the Contracting Parties by power driven road vehicle and trailer or semi-trailer in the cases other than stipulated in Article 7 of this Agreement shall be subject to prior permit issued by the Competent Authorities of the Contracting Parties.

6.2. Carriage of goods by road vehicles shall be subject to obtaining a permit valid for one round-trip if it is not defined otherwise in it.

Article 7

7.1. The permit stipulated in the Article 6 of this Agreement shall not be required in the cases defined below:

- a) carriage of material and equipment for fairs and exhibitions;
- b) carriage of vehicle, animal and goods for sports activities;
- c) carriage of decorative articles, goods, equipment and musical instruments for theatrical performances, cinema and recording TV and radio programs;
- d) carriage of body and ash of dead;
- e) postal carriage;
- f) carriage of damaged vehicles or vehicles out of operation;
- g) carriage of household items of moving family;
- h) carriage of goods done under special permit specified in Article 8 of this Agreement;
- i) carriage of medical supplies and equipment needed in response to natural disasters and humanitarian aid;
- j) carriage by vehicles whose Total Permissible Laden Weight (TPLW) does not

- exceed six (6) tons;
- k) first unladen transit run of newly-purchased vehicles;
- l) runs of technical repair vehicles.

7.2. The exemption of permit requirement specified in provisions a), b), c) of the paragraph 1 of this Article is valid for return carriage of goods by a vehicle registered in the territory of either Contracting Party or transported to a third country.

7.3. With regard to the carriage referred to in paragraphs 1 and 2 of this Article, the driver must keep all papers and documents that clearly indicate that one of the above kinds of transport is in case.

7.4. The Joint Committee set up under Article 13 of this Agreement may add the list of carriage cases exempted from the permit requirements set out in paragraph 1 of this Article.

Article 8

8.1. If weights and dimensions of the vehicle of the Contracting Parties, either laden or unladen, exceed the limits established in the territory of the other Contracting Party, and/or carrying dangerous goods the carrier shall obtain necessary permit from the Competent Authorities of that Contracting Party.

8.2. The carrier should fully comply with the travel route if such route is specifically provided in the permit mentioned in paragraph 1 of this Article.

Article 9

9.1. The Competent Authorities of the Contracting Parties shall annually exchange a jointly approved number of permits for non-regular passenger service and the carriage of goods. The permit shall have seal and signature of the authorized Competent Authority.

9.2. The Competent Authorities shall mutually agree how the exchange of permits shall be carried out.

Article 10

10.1. Carriers cannot perform carriage of passengers and goods between two points within the territory of the other Contracting Party.

10.2. The carriers of the Contracting Parties can perform services from the territory of the other Contracting Party to third countries and vice versa by virtue of previously obtained permit issued by the Competent Authority of that Contracting Party.

Article 11

11.1. Transport services under this Agreement shall only be done by carriers authorized to engage in the international transport by road in accordance with the relevant national laws and regulations of the Contracting Parties.

11.2. The vehicle used for international road transport under this Agreement should have registration plates and the distinguishing sign of the home country in which it is registered and shall be equipped to allow sealing by customs authority.

Article 12

12.1. The driver of the bus or truck must be in possession of an internationally acceptable national or international driver's license valid for the category of the vehicle used for the international road transport and as well as the registration documents for that vehicle.

12.2. The permits and other documents must be in compliance with provisions of this Agreement and shall be kept with the driver of the vehicle and be presented at the request of the control authorities.

Article 13

13.1. For the application and implementation of this Agreement, the Competent Authorities of the Contracting Parties shall establish a Joint Committee, which is formed from the delegates designated by these authorities.

13.2. The Joint Committee shall meet at the request of Competent Authorities of either of the Contracting Parties at meetings which will be held alternately in the territories of the Contracting Parties.

Article 14

14.1. Carriers of the Contracting Parties performing carriage of passengers and goods under the terms of this Agreement shall be on the principle of reciprocity exempt from taxes, fees and other payments related to the ownership and running of the vehicle.

14.2. Exemption provided in clause 14.1 of the agreement shall not relate to the fees for the use of roads, motorways, bridges and tunnels as well as to any indirect taxes imposed in accordance with laws and regulations in force on the territory of each Contracting Party.

14.3. Nothing in this Agreement shall affect the rights and obligations of the Contracting Parties under the national laws on taxation of income or any agreement for the avoidance of double taxation.

Article 15

Carriage of passengers and goods under this Agreement can be performed only in case if a driver is fully insured for driver's liability. The carrier shall also have prior insurance on all vehicles to perform above carriage.

Article 16

The Contracting Parties shall use procedures and formalities of border control, customs, phytosanitary and veterinary inspection in accordance with international treaties to which either of the Contracting Parties is a signatory and in cases not regulated by these treaties, the related national laws and regulations of the Contracting Parties shall be applied.

Article 17

In the event of regular passenger service and/or carrying patients with serious medical conditions and/or carrying highly perishable products, the border control, customs and other related inspection procedures and formalities shall be carried out at first order.

Article 18

18.1. The following items imported in its vehicle by carriers of either of the Contracting Parties to the territory of the other Contracting Party for the purposes of this Agreement shall be exempted from customs duties:

- a) fuel contained in normal, manufacturer-made fuel tanks technologically and structurally related to the power supply system of the engine;
- b) lubricants present in the motor vehicles in a quantity normally required for vehicle operation and maintenance during the journey;
- c) temporarily imported spare parts and tools for repairing a vehicle damaged in the course of international road transport, present in the motor vehicles during the journey.

18.2. Unused spare parts and tools are subject to re-export. Replaced parts must be re-exported or placed under the customs procedure of destruction or another customs procedure in accordance with customs laws and regulations of that Contracting Party.

Article 19

Carriers and drivers of vehicles of the Contracting Parties must comply with the laws and regulations, including traffic rules, in force on the territory of each Contracting Party.

Article 20

20.1. In the event of violation of this Agreement, the Competent Authority of the Contracting Party in whose territory the violation was committed could demand the competent authority of the other Contracting Party to take measures to comply with the provisions of this Agreement.

20.2. The Competent Authority of the Contracting Party where the carrier is registered shall notify the Competent Authority of the other Contracting Party of its measures taken following the demand.

Article 21

Any other matters pertaining to transportation which are not covered by this Agreement and by other relevant international treaties of the Contracting Parties, shall be subject to laws and regulations in force on the territory of each Contracting Party.

Article 22

If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall endeavor to settle it by negotiation.

Article 23

Either of the Contracting Parties may propose to make amendments to this Agreement. Amendments shall be made in writing and shall enter into force in accordance with Article 25.

Article 24

This Agreement shall not affect the rights or obligations of the Contracting Parties assumed by other international treaties.

Article 25

25.1. This Agreement shall come into force on the thirtieth (30) day after receipt of the last written notification through diplomatic channels by which the Contracting Parties notify each other that the conditions required by their respective national legislation for

entry into force of the Agreement have been fulfilled.

25.2. This Agreement shall remain in force for an undefined period of time unless it is denounced in writing through diplomatic channels by one of the Contracting Parties by giving six (6) months prior notification of its intended time of termination.

Done in the city of _____, on _____, _____ in duplicate, each in the Slovak, Mongolian and English languages, each text being equally authentic.

In case of divergence of interpretation, the English text shall prevail.

FOR THE SLOVAK REPUBLIC

FOR MONGOLIA