

No. 32185

**SPAIN
and
LITHUANIA**

**Agreement on international road transport. Signed at Vilnius
on 6 July 1994**

Authentic texts: Spanish, Lithuanian and English.

Registered by Spain on 5 October 1995.

**ESPAGNE
et
LITUANIE**

**Accord relatif au transport routier international. Signé à
Vilnius le 6 juillet 1994**

Textes authentiques : espagnol, lituanien et anglais.

Enregistré par l'Espagne le 5 octobre 1995.

AGREEMENT¹ ON INTERNATIONAL ROAD TRANSPORT BETWEEN THE GOVERNMENT OF THE KINGDOM OF SPAIN AND THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA

The Kingdom of Spain and the Republic of Lithuania (hereinafter referred to as "the Contracting Parties");

Desiring to further develop and improve road transport of passengers and goods between the two Countries and in transit through their territories;

Have agreed as follows:

DEFINITIONS

ARTICLE 1

For the purposes of this Agreement:

- a) the term "carrier" shall mean any physical or legal person who, in either the Republic of Lithuania or the Kingdom of Spain, is authorized, in accordance with the relevant national laws and regulations, to engage in the international carriage of passengers or goods by road.
- b) the term "passenger vehicle" shall mean any mechanically propelled road vehicle which:
 - is constructed or adapted for use and used on the roads for the transport of passengers,
 - has more than nine seats including that of the driver,
 - is registered in the territory of one Contracting Party,
 - is temporarily imported into the territory of the other Contracting Party for the purpose of the international carriage of passengers to, from or in transit through that territory.

¹ Came into force provisionally on 6 July 1994 and definitively on 9 May 1995, the date on which the Parties notified each other (on 8 July 1994 and 9 May 1995) of the completion of the required formalities, in accordance with article 20 (1).

- c) the term "transport of goods vehicle" shall mean a motor vehicle registered in the territory of one Contracting Party, or a combination of vehicles of which at least the tracing vehicle is registered in the territory of one Contracting Party, which is:
- exclusively constructed or adapted for use and used on the roads for the carriage of goods,
 - registered in the territory of one Contracting Party,
 - temporarily imported into the territory of the other Contracting Party for the purpose of the international carriage of goods on the route between the two Countries or in transit through their territories.

SCOPE OF THE AGREEMENT

ARTICLE 2

1. Carriers of the Contracting Parties, using vehicles registered in the territory of the Contracting Party in which they are based, shall be authorized to perform, on hire and reward or on own account, international road transport operations between the territories of the two Contracting Parties and in transit, subject to the conditions laid down in this Agreement.
2. Similarly, and subject to the conditions laid down in this Agreement, transport operations to and from third countries and empty entries could be authorized.
3. Nothing in the present Agreement shall be construed as authorizing the carriers of one Contracting Party to carry out transport services between two points within the territory of the other Contracting Party.

ARTICLE 3

Both Contracting Parties shall respect the provisions arising from any agreement concluded with the European Union or stemming from the membership thereof of any Contracting Party.

REGULAR SERVICES

ARTICLE 4

1. Regular services between the two Countries or in transit through their territories shall be jointly approved by the competent authorities of the Contracting Parties, on the basis of the principle of reciprocity.
2. The term "regular services" denotes services whereby passengers are transported at specified intervals along specified routes and are taken up and set down at points established in advance.
3. Each competent authority shall issue the permit for the section of the itinerary operated in its territory.
4. The competent authorities shall jointly determine the conditions for issuing the permit, namely its duration, the frequency of transport operations, the timetables and scale of tariffs to be applied, as well as any other detail necessary for the smooth and efficient operation of the regular service.
5. The application for a permit shall be addressed to the competent authority of the Country of registration of the vehicle, which has the right to either accept or refuse such application. In case the application does not raise objection, this competent authority shall communicate it to the competent authority of the other Contracting Party.
6. The application shall be furnished with documents containing all the required data (proposed timetables, tariffs, route, period in which the service is to be operated during the year and date on which the service is intended to start). The competent authorities may require such data as they deem appropriate.

SHUTTLE SERVICES

ARTICLE 5

1. For the purpose of this Agreement, shuttle services denote various outward and return journeys whereby groups of passengers previously formed are transported from the same place of departure to the same place of destination.

Each group of passengers which has made the outward journey together shall subsequently be carried back to the place of departure.

2. Passengers shall not be taken up or set down during the journey.
3. The first return journey and the last outward journey shall be made empty.

However, the carriage of passengers shall be regarded as shuttle service, even in the following cases, when the competent authorities of the territory in which the transport service is operated or the competent authorities of both concerned Contracting Parties authorize that:

- the passengers perform their return journey by joining another group, notwithstanding the provisions set forth in paragraph 1 of this article.
- the passengers be taken up or set down during the journey, notwithstanding the provisions set forth in paragraph 2 of this article.
- the first outward journey and the last return journey in a sequence of shuttle-service operations be made empty, notwithstanding the provisions set forth in paragraph 3 of this article.

OCCASIONAL SERVICES

ARTICLE 6

1. For the purposes of this Agreement, occasional services denote services falling neither within the definition of regular services as given in article 4, nor within the definition for shuttle services provided in article 5 of this Agreement.

Occasional services are:

- a) closed-door tours, i.e. services whereby the same vehicle is used to transport the same group of passengers throughout the journey and to bring them to the same place of departure;
- b) services on which the vehicle carries passengers during the outward journey, and is empty during the return;
- c) all other services.

2. Passengers shall not be taken up or set down during journeys performed in the scope of occasional services except when authorized by the competent authority of the Contracting Party concerned. Such journeys may be performed according to a certain sequence of trips without losing their nature of occasional services.

ARTICLE 7

1. The occasional services referred to in article 6 paragraph 1 a) and b) of this Agreement carried out using vehicles registered in the territory of one Contracting Party will not require any transport permit in the territory of the other Contracting Party.
2. The occasional services referred to in article 6 paragraph 1 c) of this Agreement carried out using vehicles registered in the territory of one Contracting Party will not require any transport permit in the territory of the other Contracting Party, provided that:
 - the outward journey is performed empty, that all passengers are taken up at the same point, and that these passengers:
 - a) have been formed as a group by transport contract signed before their arrival in the territory of the other Contracting Party, where they are taken up and are transported to the territory of the Contracting Party in which the vehicle is registered, or
 - b) have earlier been transported by the same carrier, according to provisions specified in article 6 paragraph 1 b) of this Agreement, to the territory of the other Contracting Party where they are subsequently taken up and transported to the territory where the vehicle has been registered, or
 - c) have been invited to come to the territory of the other Contracting Party, provided that the transport costs are paid by the host. The passengers must form a homogeneous group, i.e., not a group formed for the mere purpose of performing the journey. This group must subsequently be transported to the territory of the Contracting Party where the vehicle is registered.
3. Permits should be required for transport to the territory of the Contracting Party concerned in case of occasional services mentioned in article 6 paragraph 1 c), if such services are not performed in accordance with the provisions set forth in paragraph 2 of this article.

ARTICLE 8

1. The carriers operating passenger services, except those described in article 4, must have in their vehicles a properly completed waybill containing the list of passengers, which has been signed by the carrier and stamped by competent customs authorities.
2. The waybill is issued by the competent authority of a Contracting Party concerned and must be kept in the vehicle throughout the journey for which it has been issued.

The carrier is required to properly complete the waybill and must produce it at the request of any authorized inspecting officer.

3. In case of services including empty outward journeys, as specified in article 7 of this Agreement, the following documents must be carried together with the waybill:
 - in cases specified under indent a) of article 7.2: the copy of the transport contract or another corresponding document containing all basic information on that contract (particularly the following data: place, Country and the date of signature; place, Country and the date of taking up the passengers; place and Country of journey destination),
 - in cases specified under indent b) of article 7.2: the waybill that has been kept in the vehicle during the laden outward journey and during the corresponding unladen return journey performed by the carrier in order to carry passengers to the territory of the other Contracting Party,
 - in cases specified under indent c) of article 7.2: the invitation letter from the host or a photocopy of that letter.

OTHER SERVICES

ARTICLE 9

1. Shuttle services, described in article 5, and not liberalized occasional services mentioned in article 7.3, are subject to permits, in accordance with national laws and regulations, of the Contracting Party in whose territory such transport service is operated.
2. Applications for permits mentioned in paragraph 1 of this article shall be submitted at least one month before the journey to the

competent authority of the Contracting Party in whose territory the service is to be operated. Such applications must contain the following information:

- the name and address of the journey organizer,
 - the name or trade name and address of the carrier,
 - the license plate number of the passenger vehicle,
 - the number of passengers,
 - border crossing dates and names of border-crossing points for each entry and exit, including indication of distance traveled both with passengers and without passengers,
 - the itinerary and place where passengers are taken up and set down,
 - the name of the overnight stopping-place, including the address of such place of accommodation, if known,
 - nature of the service: shuttle service or occasional service.
3. The unladen entrance of a vehicle in order to substitute a damaged vehicle of the same nationality will be authorized by a special document which is issued by the competent authority of the Contracting Party in which territory the vehicle has been damaged.

TRANSPORT OF GOODS

ARTICLE 10

All international transport of goods to and from the territory of one Contracting Party carried out by vehicles registered in the other Contracting Party will be subject to the regime of prior permit, except in the following cases:

- a) transport of mail carried out within the framework of a public service;
- b) transport of a damaged/accidented vehicle;
- c) transport of funeral;
- d) carriage of goods in motor vehicles the permissible laden weight of which does not exceed 6 tons, or the permissible payload of which, including that of trailers, does not exceed 3.5 tons;

- e) transport of medicaments, medical equipment and other items for the purposes of emergency aid, in particular, in the case of natural disasters;
- f) transport of objects and works of art for exhibitions, fairs or non commercial purposes;
- g) transport of accessories and animals intended for or coming from music performances, theatre plays, films, sport or circus events or fairs, as well as articles intended for broadcasting, recording or shooting of films or televisions programs.

The Joint Committee established in Article 19 will be able to modify the contents of this upper paragraph.

The crew of the vehicle must have adequate documents undoubtedly proving that the transport performed is included between the transports mentioned in the present article.

PERMITS

ARTICLE 11

1. Bilateral and transit permits shall be issued by the competent authority of the Country of registration of the vehicle.

To enable issuing the permits, the competent authorities of the Contracting Parties shall exchange, according to the principle of reciprocity, the agreed number of unfilled permits for use either in bilateral or in transit traffic.

2. Two types of such permits may be issued:

- a) outward and return permits, valid for one journey only (in both directions). These permits are valid over a period of up to 3 months from the day of delivery to the carrier;

- b) annual permits, valid for an unlimited number of journeys in both directions for a period of one year.

3. Prior to the beginning of the journey, the carrier is required to properly complete the permit whereby the type of journey to be carried out is defined.

4. The number of permits exchanged by the Contracting Parties will be defined by the Joint Committee mentioned in article 19 of this Agreement, according to the needs of both Contracting Parties.

ARTICLE 12

1. The transports carried out in vehicles registered in one Contracting Party between the territory of the other Contracting Party and a third Country will require a special permit.
2. Furthermore, the carriers of the Contracting Parties will be entitled to perform transport between the territory of the other Contracting Party and a third Country furnished with the permits referred to in article 11 of the present Agreement, provided that it is performed in transit through the territory of the Contracting Party in which the vehicle is registered.
3. The empty entry in the territory of one Contracting Party of a vehicle registered in the other Contracting Party will require a special permit, save in the cases of transports exempted from authorization, as referred to in article 10 of the present Agreement.
4. The Joint Committee established in article 19 will determine the conditions and percentage of permits of the annual quota which could be used for empty entries as well as for transports with third Countries as defined in paragraphs 1 and 2 of the present article.

ARTICLE 13

Permits must be kept in the vehicle at all times and must be produced at the request of any authorized inspecting officer.

COMPLIANCE WITH NATIONAL LAWS

ARTICLE 14

Carriers and their staff performing transport activities in accordance with this Agreement are required to comply with the laws and regulations concerning road transport and road traffic in force in the territory of the other Contracting Party and shall bear full responsibility in case of violation of such national laws.

The transport activities must be performed in accordance with the requirements indicated in the permits.

WEIGHT AND DIMENSIONS OF VEHICLES

ARTICLE 15

1. As regards to the weights and dimensions of the vehicles, each Contracting Party undertakes not to impose on vehicles registered in the territory of the other Contracting Party conditions which are more restrictive than those imposed on vehicles registered within its own territory.
2. In cases when the weight or dimensions of an empty or loaded vehicle exceed the maximum limits permitted in the territory of the other Contracting Party, it will be possible to use such a vehicle for transporting goods only after having obtained a special permit from the competent authority of that Contracting Party; the carrier is required to fully comply with requirements specified in such permits.
3. The transport of dangerous goods will require a special permit issued by the competent authority of the territory where the transport is operated.

INFRINGEMENTS OF THE AGREEMENT

ARTICLE 16

1. In the event that a carrier or the staff on board of the vehicle of one Contracting Party have not observed the legislation in force on the territory of the Contracting Party, or the provisions of this Agreement or the conditions mentioned in the permit, the competent authority of the Country where the vehicle is registered could, at the demand of the competent authority of the other Contracting Party, take the following measures:
 - a) to issue a warning for the carrier who committed the infringement;
 - b) to cancel or to withdraw temporarily the permits allowing the carrier to perform transports in the territory of the Contracting Party where the infringement was committed.

2. The competent authority which has adopted such a measure, shall notify about it to the competent authority of the other Contracting Party.
3. The provisions of this Article shall not exclude the lawful sanctions which may be applied by the courts or administration authorities of the Country where the infringement happened.

TAXATION

ARTICLE 17

The following provisions shall be applied, unless it contradicts the law of the European Union:

1. Vehicles which are registered in the territory of one Contracting Party and are temporarily imported into the territory of the other Contracting Party to perform transport services in accordance with this Agreement shall be exempt, according to the reciprocity principle, from the levy of road use and traffic taxes.
2. However, this exemption shall not apply to the payment of road tolls, bridge tolls and other similar charges, which shall always be required on the basis of the principle of non discrimination.
3. On the vehicles mentioned in paragraph 1 of this Article customs duties shall be exempted on:
 - a) the vehicles;
 - b) the fuel contained in the ordinary supply tanks of the vehicles;
 - c) spare parts imported into the territory of the other Contracting Party, intended for the breakdown service of a vehicle. Replaced parts shall be re-exported or destroyed.

COMPETENT AUTHORITIES

ARTICLE 18

1. Each Contracting Party shall nominate its competent authority which will be responsible for implementing the provisions of this Agreement

within its territory and for exchanging appropriate information and statistical data. The Contracting Parties are required to communicate to each other the name and address of the competent authorities nominated to carry out the above-mentioned tasks.

2. The competent authorities mentioned in paragraph 1 of this article shall periodically exchange information on the permits issued and transport activities performed.

JOINT COMMITTEE

ARTICLE 19

1. The Contracting Parties shall form a Joint Committee which will be responsible for the proper implementation of the provisions contained in this Agreement.
2. This Committee shall meet at the request of either Contracting Party and such meetings will be held alternately in the territory of each of the Contracting Parties.
3. Any issues concerning the interpretation or the application of this Agreement shall be solved through direct negotiations on the occasion of the meeting of the above - mentioned Joint Committee.

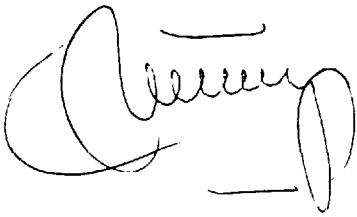
ENTRY INTO FORCE AND DURATION

ARTICLE 20

1. The present Agreement will be applied as provisional from the day of its signature and will enter into force on the date when both Contracting Parties have mutually notified the fulfillment of the formalities required by their national legislation regarding the procedure of entering into force of international agreements.
2. This Agreement shall remain in force unless it is terminated through diplomatic channels by one of the Contracting Parties. In that case, the termination of the Agreement shall take effect six months after the other Contracting Party has been notified about it.

Done in three originals at Vilnius, this *six* of July 1994, in the Spanish, Lithuanian and English languages, each text being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Government
of the Kingdom of Spain:

A handwritten signature in black ink, consisting of a large, stylized initial 'C' followed by several loops and a final vertical stroke. The signature is positioned to the left of a small number '1'.

1

For the Government
of the Republic of Lithuania:

A handwritten signature in black ink, featuring a large, stylized initial 'B' followed by several loops and a final horizontal stroke. The signature is positioned to the left of a small number '2'.

2

¹ Carlos Westendorp y Cabeza.

² Jonas Biržiškis.