

No. 35444. Israel and Republic of Moldova

AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE STATE OF ISRAEL AND THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA. JERUSALEM, 22 JUNE 1997 [*United Nations, Treaty Series, vol. 2051, I-35444.*]

PROTOCOL TO THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE STATE OF ISRAEL AND THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA. TEL AVIV, 26 JUNE 2014*

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N° 35444. Israël et République de Moldova

ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE L'ÉTAT D'ISRAËL ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE MOLDOVA. JÉRUSALEM, 22 JUIN 1997 [*Nations Unies, Recueil des Traités, vol. 2051, I-35444.*]

PROTOCOLE À L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE L'ÉTAT D'ISRAËL ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE MOLDOVA. TEL AVIV, 26 JUIN 2014*

Entrée en vigueur : 20 novembre 2023, conformément au paragraphe 3 de l'article 8

Textes authentiques : anglais, hébreu et roumain

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[TEXT IN ENGLISH – TEXTE EN ANGLAIS]

**PROTOCOL TO THE AIR TRANSPORT AGREEMENT
BETWEEN**

**THE GOVERNMENT OF THE STATE OF ISRAEL
AND**

THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA

The Government of the Republic of Moldova and the Government of the State of Israel hereinafter called “Contracting Parties”;

Recalling the Air Transport Agreement between the Government of the Republic of Moldova and Government of the State of Israel, signed in Jerusalem on 22 June 1997 (hereinafter referred as “Agreement”);

Recognising the need to further develop air services between the Republic of Moldova and the State of Israel

Have agreed as follows:

ARTICLE 1

The definition of the term “designated airline” in paragraph (c) of Article I “DEFINITIONS” of the Agreement shall be replaced by the following text:

“The term “designated airline” means, an airline which has been designated and authorised in accordance with the provisions of Article III of the Agreement;”

ARTICLE 2

Article III “DESIGNATION OF AIRLINES AND OPERATING AUTHORIZATION” of the Agreement shall be replaced by Article III “DESIGNATION AND AUTHORIZATION” which will include the following text:

- “1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines to operate agreed services and to withdraw or alter such designation.
2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorization, each Contracting party shall grant the appropriate authorization with minimum procedural delay, provided that:
 - a) Substantial ownership and effective control are vested in the Contracting Party designating the airline, nationals of that Contracting party or both;
 - b) The Party designating the airline is in compliance with the provisions set forth in Article IX bis (AVIATION SAFETY) and Article X (SECURITY); and

- c) The designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Contracting Party receiving the designation.
3. Upon receipt of the operating authorization of paragraph 2, a designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the airline complies with the applicable provisions of this Agreement.”

ARTICLE 3

Article VI “TARIFFS” of the Agreement shall be replaced by the following text:

- “1. The tariffs in respect of international air services operated to/from the territory of either Contracting Party shall be established by the designated airline or airlines at reasonable levels, due regard paid to all relevant factors, including cost of operation, reasonable profit and the tariffs applied by the designated airline or airlines of the other Contracting Party.
2. Each Contracting Party may require notifications or filing of tariffs established under paragraph 1 above by the designated airline or airlines of the other Contracting Party. Each Contracting party shall have the right to intervene so as to:
- a) prevent unreasonable discriminatory prices or practices;
 - b) protect consumers from prices that are unduly high or restrictive due to abuse of a dominant position; and
 - c) protect airlines from prices that are artificially low.”

ARTICLE 4

The following ARTICLE IX bis “AVIATION SAFETY” shall be added to the Agreement:

- “1. Each Party may request consultations at any time concerning the safety standards maintained by the other Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that meet the Standards established at that time pursuant to the Convention, the other Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO Standards. The other Party shall then take appropriate corrective action within an agreed time period.
3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Party, on service to or from the territory of the other Party, may, while within the territory of the other Party be the subject of a search by the authorized representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.
- ”

4. When urgent action is essential to ensure the safety of an airline operation, each Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Party.

5. Any action by one Party in accordance with paragraph 4 above shall be discontinued once the basis for the taking of that action ceases to exist.

6. With reference to paragraph 2 of this Article, if it is determined that one Party remains in non-compliance with minimum standards established at that time pursuant to the Convention when the agreed time period has elapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation."

ARTICLE 5

Article XII "CAPACITY" of the Agreement shall be replaced by the following text:

"The capacity to be provided on the agreed services shall be subject to the following conditions:

1. The total capacity to be provided on the agreed services by the designated airlines of the Contracting Parties shall be agreed between, or approved by, the aeronautical authorities of the Contracting Parties before the commencement of the operations, and thereafter according to anticipated traffic requirements.
2. There shall be fair and equal opportunity for the designated airline or airlines of both Contracting Parties to operate the agreed services on the specified routes.
3. The schedules of the agreed services shall be submitted for approval to the aeronautical authorities of both Contracting Parties at least thirty (30) days before the proposed date of their introduction. In special cases, this time limit may be reduced subject to the consent of the said authorities.

ARTICLE 6

The following ARTICLE XII bis "COOPERATIVE ARRANGEMENTS" shall be added to the Agreement:

"1. 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 or code-share arrangements, with:

- a) an airlines or airlines of either Contracting Party,
 - b) an airline or airlines of a third party. Should such a third party not authorize or allow comparable arrangements between the airline of the other Contracting Party and other airlines on services to, from and via such third country, the aeronautical authorities of the concerned Contracting party have the right not to accept such arrangements.
2. The above provision is subject to the conditions that all airlines in such arrangements:
- a) hold the appropriate authority;
 - b) meet the requirements applied to such arrangements;

- c) In respect of each ticket sold, the purchaser is informed at the point of sale which airline will operate each sector of the service.”

ARTICLE 7

The Annex to the Agreement shall be replaced by the following text:

“ANNEX
ROUTE SCHEDULE

1. Routes to be operated by the designated airlines of the Government of the Republic of Moldova:

FROM
INTERMEDIATE POINTS
TO
BEYOND POINTS
Any point in the Republic of Moldova
Any points
Any points in Israel
Any points

2. Routes to be operated by the designated airlines of the Government of the State of Israel:

FROM
INTERMEDIATE POINTS
TO
BEYOND POINTS
Any point in Israel
Any points
Any point in the Republic of Moldova
Any points

Notes:

1. The designated airlines of either Contracting Party may on any or all flights omit calling at any of the intermediate points or beyond points provided that the agreed services on these routes begin/terminate at a point in the territory of the Contracting Party designating the airline.
2. The exercise of fifth freedom traffic rights on specified intermediate and/or beyond points shall be subject to an agreement and prior approval between aeronautical authorities of both Contracting Parties.”

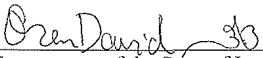
ARTICLE 8

1. The present Protocol forms an integral part of the Agreement.
2. The interpretation of the present protocol shall be in accordance with the terms and provisions of the Agreement.

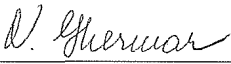
3. The present Protocol shall enter into force in accordance with Article XVII
“MODIFICATIONS” to the Agreement.

In witness thereof, the undersigned, duly authorized by their respective Governments, have signed the present Protocol.

Done at Tel Aviv in two authentic copies, this (date) 26 day of (month)
June, 2014, which corresponds to the 28 day of (month) Sivan of the
year 5774 in the Hebrew calendar, in the Romanian, Hebrew and English languages, each version
being equally authentic. In case of any divergence of interpretation or application of the present
Protocol the English version shall prevail.



For the Government of the State of Israel



For the Government of the Republic of Moldova

ולראיה, החתומים מטה, שהוסמכו כדין איש על ידי ממשלתו. התמו על הפרוטוקול הנוכחי .

נעשה בתל אביב בשני עותקים מהימנים, ביום (תאריך) כ"ב סיון התשע"ד לפי הלוח העברי, שהוא יום 26 ב (חודש) יוני 2014, בשפות רומנית. עברית ואנגלית, ולכל הנוסחים דין מקור שווה. במקרה של הבדל כלשהו בפרשנותו או ביישומו של הפרוטוקול הנוכחי, יכריע הנוסח האנגלי.

D. Gherman

בשם ממשלת הרפובליקה של מולדובה

Oren David 23

בשם ממשלת מדינת ישראל

סעיף 7

הנספח להסכם יוחלף בנוסח הבא:

"נספח
לזה נתיבים

נתיבים שיפעילו המובילים האוויריים של ממשלת הרפובליקה של מולדובה:

נקודות שמעבר
אל
נקודות ביניים
מ
כל נקודה
כל נקודה בישראל
כל נקודה
כל נקודה ברפובליקה של מולדובה

2. נתיבים שיפעילו המובילים האוויריים של ממשלת מדינת ישראל:

נקודות שמעבר
אל
נקודות ביניים
מ
כל נקודה
כל נקודה ברפובליקה של מולדובה
כל נקודה
כל נקודה בישראל

הערות:

1. חברות התעופה המיועדות של כל צד מתקשר רשאיות בכל טיסה או בכל הטיסות, לדלג על נקודות הביניים או הנקודות שמעבר, ובלבד שהשירותים המוסכמים בנתיבים אלה יתחילו/יסתיימו בנקודה בשטח הצד המתקשר המועיד את חברת התעופה.

2. מימוש זכויות תעבורה לפי החופש החמישי בנקודות מוגדרות ו/ או נקודות מעבר יהיה כפוף להסכם ולאישור מראש בין רשויות התעופה של שני הצדדים המתקשרים.

סעיף 8

1. הפרוטוקול הנוכחי מהווה חלק בלתי נפרד מההסכם.
2. פרשנות הפרוטוקול הנוכחי תהיה בהתאם לתנאים ולהוראות של ההסכם.
3. הפרוטוקול הנוכחי ייכנס לתוקף בהתאם לסעיף 17 "שינויים" להסכם.

6. בהתייחס לס"ק 2 לסעיף זה, אם נקבע כי צד אחד ממשיך לא לעמוד בתקני המינימום שנקבעו באותה עת בהתאם לאמנה בתום פרק הזמן המוסכם, יש להודיע על כך למזכיר הכללי של ICAO. יש להודיע לאחרון גם על הפתרון משיביע הרצון של המצב לאחר מכן."

סעיף 5

סעיף 12 "קיבולת" להסכם יוחלף ע"י הנוסח הבא:

"הקיבולת הכוללת שתסופק בשירותים המוסכמים תהיה כפופה לתנאים הבאים:

1. הקיבולת הכוללת שישפיקו המובילים המיועדים של הצדדים בשירותים המוסכמים תוסכם בין, או תאושר ע"י, רשויות התעופה של הצדדים לפני תחילת הפעילות, ולאחר מכן בהתאם לדרישות התנועה הצפויות.
2. תהיה הזדמנות שווה והוגנת למוביל האווירי המיועד או למובילים אוויריים המיועדים של שני הצדדים המתקשרים להפעיל את השירותים המוסכמים בנתיבים המפורטים.
3. לוחות הזמנים של השירותים המוסכמים יוגשו לאישור רשויות התעופה של שני הצדדים המתקשרים לפחות שלושים (30) ימים לפני התאריך המוצע להנהגתם. במקרים מיוחדים, ניתן לקצר מגבלת זמן זו בכפוף להסכמת הרשויות האמורות.

סעיף 6

סעיף 12-נוסף הבא "הסדרי שיתוף פעולה" יתווסף להסכם:

"1. בהפעילו או בהציעו את השירותים המאושרים בנתיבים המפורטים, כל מוביל אווירי מיועד של צד מתקשר אחד רשאי להתקשר בהסדרי שיווק משותפים כגון הקצאת קיבולת מושבים (blocked space) או שיתוף קודים, עם:

(א) מוביל אווירי או מובילים אוויריים מיועדים של צד מתקשר,

(ב) מוביל אווירי או מובילים אוויריים של צד שלישי. לא התיר צד שלישי כאמור או לא הרשה הסדרים שווים בין המובילים האוויריים של הצד האחר ומובילים אוויריים אחרים בשירותים אל מדינה שלישית כאמור, ממנה ודרכה, לרשויות התעופה של הצד המתקשר הנוגע בדבר תהיה הזכות לא לקבל הסדרים כאמור.

2. ההוראה הנ"ל כפופה לתנאים שכל המובילים האוויריים בהסדרים כאמור:

(א) יהיו בעלי הסמכות המתאימה;

(ב) יעמדו בדרישות החלות כרגיל על הסדרים כאמור;

(ג) בזיקה לכל כרטיס שנמכר, יובהר לרוכש בנקודת המכירה איזה מוביל אווירי יפעיל כל קטע של השירות."

ג) שהמוביל האווירי המיועד כשיר לעמוד בתנאים אחרים הקבועים בחוקים ובתקנות ההלים באופן רגיל על הפעלת שירותים בינלאומיים של הובלה אווירית ע"י הצד המקבל את ההודעה.

3. עם קבלת היתר הפעלה לפי ס"ק 2, מוביל אווירי מיועד רשאי להתחיל בכל עת להפעיל את השירותים המוסכמים, ובלבד שהמוביל האווירי מציינת להוראות בנות ההחלה של הסכם זה."

סעיף 3

סעיף 6 "תעריפים" להסכם יוחלף ע"י הנוסח הבא:

1. "התעריפים ביחס לשירותים אוויריים בינלאומיים המופעלים אל שטחו של צד מתקשר וממנו ייקבעו ע"י המוביל האווירי המיועד או המובילים האוויריים המיועדים ברמות סבירות, תוך התייחסות נאותה לכל הגורמים הנוגעים בדבר, לרבות הוצאות הפעלה, רווח סביר והתעריפים שמחילים המוביל האווירי או המובילים האוויריים אחרים.

2. כל צד מתקשר רשאי לדרוש הודעות או הגשה של תעריפים שנקבעו לפי ס"ק 1 לעיל ע"י המוביל האווירי המיועד או המובילים האוויריים המיועדים של הצד המתקשר האחר. לכל צד מתקשר תהיה הזכות להתערב כדי:

(א) למנוע מחירים או נהגים מפלים באופן בלתי סביר;

(ב) להגן על צרכנים מפני מחירים גבוהים או מגבילים שלא כדין בשל ניצול לרעה של עמדת שליטה; וכן

ג) להגן על מובילים אוויריים מפני מחירים נמוכים בצורה מלאכותית."

סעיף 4

סעיף 9 נוסף הבא "בטיחות התעופה" יתווסף להסכם:

1. "כל צד רשאי לבקש התייעצויות בכל עת בנוגע לתקני בטיחות בכל תחום המתייחס לצוות אוויר, לכלי טיס או להפעלתם שאימץ הצד האחר. התייעצויות כאמור יתקיימו בתוך שלושים (30) ימים מתאריך אותה בקשה.

2. אם, בעקבות התייעצויות כאמור, מוצא צד אחד כי הצד האחר אינו מקיים ומנהל בפועל תקני בטיחות הנזכרים בס"ק 1 לסעיף זה העומדים בתקנים שנקבעו באותה עת בהתאם לאמנה, תימסר לצד האחר הודעה על ממצאים אלה ועל הצעדים הנדרשים לעמידה בתקני ICAO. הצד האחר ינקוט אז פעולה מתקנת מהאימה בתוך פרק זמן מוסכם.

3. בהתאם לסעיף 16 לאמנה, מוסכם עוד כי כל כלי טיס המופעל ע"י מוביל אווירי של צד אחד או מטעמו, בשירות אל שטח הצד האחר או ממנו כפוף, בעודו בשטחו של הצד האחר, לחיפוש ע"י הנציגים המוסמכים של הצד האחר, ובלבד שהדבר אינו מוביל לעיכוב בלתי סביר בהפעלת כלי הטיס. על אף ההתחייבויות הנזכרות בסעיף 33 לאמנה, מטרת חיפוש זה היא לאמת את תוקף התייעוד הנוגע בדבר של כלי הטיס, את רישוי אנשי הצוות שלו, ושצידוד כלי הטיס ומצב כלי הטיס תואמים את התקנים שנקבעו באותה עת בהתאם לאמנה.

4. כאשר נדרשת פעולה דחופה כדי להבטיח את בטיחות פעולתו של מוביל אווירי, כל צד שומר על זכותו להתלות מיד או לשנות את היתר הפעלה של מוביל אווירי או מובילים אוויריים של הצד האחר.

5. כל פעולה של צד אחד בהתאם לס"ק 4 לעיל תופסק מיד ברגע שהבסיס לנקיטת אותה פעולה יחדל להתקיים.

[TEXT IN HEBREW – TEXTE EN HÉBREU]

פרוטוקול להסכם
בדבר הובלה אווירית
בין
ממשלת מדינת ישראל
לבין
ממשלת הרפובליקה של מולדובה

ממשלת מדינת ישראל וממשלת הרפובליקה של מולדובה, (להלן "הצדדים המתקשרים").

בהיזכרן בהסכם בדבר הובלה אווירית בין ממשלת הרפובליקה של מולדובה ובין ממשלת מדינת ישראל, שנחתם בירושלים ב-22 ביוני 1997 (להלן: "ההסכם");

בהכירן בצורך להוסיף ולפתח שירותי אוויר בין הרפובליקה של מולדובה לבין מדינת ישראל

הסכימו לאמור:

סעיף 1

הגדרת המונח "מוביל מיועד" בס"ק (ג) לסעיף 1 "הגדרות" להסכם תוחלף בנוסח הבא:

"המונח "מוביל אווירי מיועד" פירושו מוביל אווירי שיועד והורשה בהתאם לסעיף 3 להסכם זה:"

סעיף 2

סעיף 3 "הועדת מובילים אוויריים והיתרי הפעלה" להסכם יוחלף בסעיף 3 "הועדה והרשאה" אשר יכלול את הנוסח הבא:

1. לכל צד מתקשר תהיה הזכות להועיד בכתב לצד המתקשר האחר, מוביל אווירי אחד או יותר לשם הפעלת השירותים המוסכמים ולהשעות או לבטל הועדה כאמור.

2. עם קבלת הועדה כאמור, ולבקשת המוביל האווירי המיועד. בצורה ובאופן הקבועים לגבי היתר הפעלה, כל צד מתקשר יעניק את היתר הפעלה המתאים תוך עיכוב נהלי מזערי, ובלבד:

א) שהבעלות הממשית והשליטה בפועל על אותו מוביל אווירי נתונות בידי הצד המועיד את המוביל האווירי, אזרחי אותו צד, או שניהם יחד;

ב) שהצד המועיד את המוביל האווירי מציית להוראות המפורטות בסעיף 9 נוסף (בטיחות התעופה) וסעיף 10 (ביטחון); וכן

[TEXT IN ROMANIAN – TEXTE EN ROUMAIN]

**PROTOCOL ADIȚIONAL LA
ACORDUL PRIVIND SERVICIILE AERIENE
ÎNTRE GUVERNUL REPUBLICII MOLDOVA
ȘI
GUVERNUL STATULUI ISRAEL**

Guvernul Republicii Moldova și Guvernul Statului Israel numite în continuare „Părți Contractante”;

Recunoscând Acordul privind serviciile aeriene între Guvernul Republicii Moldova și Guvernul Statului Israel, semnat la Ierusalim la 22 iunie 1997 (numit „Acord”);

Recunoscând necesitatea dezvoltării ulterioare a serviciilor aeriene între Republica Moldova și Statul Israel

Au convenit cele ce urmează:

ARTICOLUL 1

Definiția termenului „companie desemnată” din paragraful (c) al Articolului I „DEFINIȚII” va fi modificată cu următorul text:

„Termenul „companie desemnată” înseamnă, o companie aeriană care a fost desemnată și autorizată în conformitate cu prevederile Articolului III din Acord;”

ARTICOLUL 2

Articolul III „DESEMNAREA COMPANIILOR AERIENE ȘI AUTORIZAȚIA DE EXPLOATARE” din Acord va fi substituită cu Articolul III „DESEMNAREA ȘI AUTORIZAȚIA” care va include următorul text:

„1. Fiecare Parte Contractantă are dreptul să desemneze, notificând celelalte Părți Contractante, una sau mai multe companii aeriene în scopul exploatării serviciilor convenite și de a retrage sau modifica această desemnare.

2. La primirea acestei desemnări, sau a cererii din partea companiei aeriene desemnate, în forma și modul prevăzute pentru autorizația de exploatare, fiecare parte Contractantă va acorda autorizația necesară cu rețineri procedurale minime cu condiția că:

- a) Partea preponderentă a proprietății și controlul efectiv aparțin Părții Contractante care desemnează compania aeriană, cetățenilor acestei părți Contractante sau ambele cazuri;
- b) Partea care desemnează compania aeriană se conformează prevederilor Articolului IX bis (SIGURANȚA ZBORURILOR) și Articolului X (SECURITATEA); și
- c) Compania aeriană desemnată este în măsură să îndeplinească condițiile prevăzute de legile și reglementările aplicate în mod normal și rezonabil la exploatarea serviciilor aeriene internaționale de către Partea Contractantă care primește desemnarea.

3. La primirea autorizației de exploatare conform paragrafului 2, compania aeriană desemnată poate începe oricând operarea serviciilor convenite pentru care a fost desemnată, cu condiția că această companie aeriană corespunde prevederilor aplicate de prezentul Acord.”

ARTICOLUL 3

Articolul VI „TARIFE” din Acord va fi substituit cu următorul text:

- „1. Tarifele pentru serviciile aeriene internaționale spre/dinspre teritoriul oricărei Părți Contractante vor fi stabilite de către compania aeriană desemnată la cantități rezonabile, ținându-se seama de toți factorii relevanți, inclusiv costul exploatării, un profit rezonabil și tarifele aplicate de către compania aeriană desemnată a celeilalte Părți Contractante.
2. Fiecare Parte Contractantă poate cere notificarea sau înregistrarea tarifelor stabilite conform paragrafului 1 de către compania aeriană sau companiile aeriene desemnate ale celeilalte părți Contractante. Fiecare Parte Contractantă are dreptul să intervină în vederea:
 - a) prevenirii prețurilor sau practicilor nerezonabil discriminatorii;
 - b) protecția consumatorilor de prețurile excesive sau restrictive în rezultatul abuzului poziției dominante; sau
 - c) protecția companiilor aeriene de prețurile artificial scăzute”.

ARTICOLUL 4

Următorul Articol IX bis „SIGURANȚA AVIAȚIEI” va fi adăugat în Acord:

“1. Fiecare Parte Contractantă poate cere consultări privind standardele de siguranță menținute de cealaltă Parte Contractantă în legătură cu echipamentele aeronautice, echipajele de zbor, aeronave și exploatarea acestora. Aceste consultări vor începe într-o perioadă de 30 (treizeci) de zile din data cererii.

2. Dacă, în urma acestor consultări o Parte Contractantă stabilește că cealaltă Parte Contractantă nu menține și nu administrează în mod efectiv standardele de siguranță menționate în paragraful 1 al acestui Articol care sînt egale cu standardelor stabilite conform Convenției, cealaltă Parte Contractantă va informa asupra acestor constatări și măsurilor considerate necesare pentru conformarea standardelor ICAO. Cealaltă Parte Contractantă va întreprinde măsurile respective de corecție.

3. În conformitate cu din prevederile Articolului 16 a Convenției, este convenit că orice aeronavă utilizată de compania sau companiile aeriene desemnate ale unei Părți Contractante pe serviciile spre sau dinspre teritoriul celeilalte Părți Contractante pot, în timp cît se află în limitele teritoriului celeilalte Părți Contractante, fi supuse unui control de către reprezentanții autorizați ai celeilalte Părți Contractante cu condiția că aceasta nu va aduce la reșineri nejustificate privind operarea aeronavei. Totuși, reieșind din obligațiile menționate în Articolul 33 a Convenției scopul controlului este verificarea valabilității documentației aeronavei și echipajului stării aparente a aeronavei și echipamentului acesteia și condițiilor aeronavei conforme standardelor stabilite în conformitate cu Convenția.

4. Fiecare Parte Contractantă își rezervă dreptul de a suspenda sau modifica imediat autorizația de exploatare a companiei sau companiilor aeriene a celeilalte Părți Contractante în cazul că aceste acțiuni sînt necesare pentru asigurarea siguranței zborurilor companiei aeriene.

5. Orice acțiune în baza prevederilor paragrafului 4 din acest articol, a unei Părți Contractante va înceta în cazul respectării cerințelor de siguranță prevăzute în acest articol.

6. Dacă, conform paragrafului 2 al acestui Articol se stabilește că o Parte Contractantă nu se conformează cu standardele minime stabilite în acest sens de Convenție iat perioada convenită a expirat, Secretarul General ICAO va fi informat despre aceasta. Ultimul va fi anunțat despre soluționarea satisfăcătoare a situației.”

ARTICOLUL 5

Articolul XII “CAPACITATEA” din Acord va fi substituit cu următorul text:

“Capacitatea care va fi operată pe serviciile aeriene regulate convenite vor fi subiectul următoarelor condiții:

1. Capacitatea totală care va fi propusă pentru serviciile convenite de către companiile desemnate ale Părților Contractante vor fi convenite între, sau aprobate de autoritățile aeronautice ale Părților Contractante înainte de începerea operării și respective după întru anticiparea cerințelor de trafic.

2. Companiile aeriene desemnate ale ambelor Părți Contractante se vor bucura de posibilități egale și echitabile la exploatarea serviciilor convenite pe rutele specificate.
3. Orarele pentru serviciile convenite vor fi remise, spre aprobare, autorităților aeronautice ale ambelor Părți Contractante cu cel puțin 30 (treizeci) de zile înainte de data propusă pentru introducerea acestora. În cazuri speciale acest termen poate fi redus cu acordul autorităților menționate.”

ARTICOLUL 6

Următorul ARTICOL XIIbis „ÎNȚELEGERI DE COOPERARE” va fi adăugat la Acord:

„1. La exploatarea sau propunerea serviciilor autorizate pe rutele specificate, orice companie aeriană a unei Părți Contractante poate să stabilească acorduri de marketing comune, cum ar fi acordurile de blocuri de spațiu sau operare comună cu:

- a) o companie aeriană sau companii aeriene a oricărei Părți Contractante,
- b) o companie aeriană a unei părți terțe, cu condiția că această parte terță nu este autorizată sau oferă aranjamente comparabile între companiile aeriene a celeilalte Părți Contractante sau alte companii aeriene pentru servicii spre, dinspre sau prin acest stat terț, autoritățile aeronautice ale Părții Contractante de referință sunt în drept să nu accepte asemenea acorduri.

2. Prevederile precedente vor fi subiectul condițiilor că toate companiile aeriene implicate în acorduri:

- a) dețin autoritatea corespunzătoare.
- b) corespund cerințelor aplicate de aceste aranjamente.
- c) la comercializarea oricărui bilet de călătorie, consumatorul va fi informat la punctul de vânzare care companie aeriană va opera fiecare sector al serviciului.”

ARTICOLUL 7

Anexa la Acord va fi substituită cu următorul text:

„ANEXA ORARUL RUTELOR

1. Rutele exploatate de către companiile aeriene desemnate de Guvernul Republicii Moldova:

Din	Puncte intermediare	Spre	Puncte mai departe
Orice puncte din Republica Moldova	Orice puncte	Orice puncte în Israel	Orice puncte

2. Rutele exploatate de către companiile aeriene desemnate de Guvernul Statului Israel:

Din	Puncte intermediare	Spre	Puncte mai departe
Orice puncte din Israel	Orice puncte	Orice puncte în Republica Moldova	Orice puncte

Note:

1. Companiile aeriene desemnate ale oricărei părți Contractante pot pentru oricare sau toate zborurile omite punctele intermediare sau punctele mai departe cu condiția că serviciile convenite pe aceste rute vor începe/termina în punctele pe teritoriul Părții Contractante care a desemnat compania aeriană.

2. Exercițarea dreptului celei de-a cincea libertăți a aerului pentru punctele intermediare și/sau mai departe va fi subiectul unei înțelegeri și aprobări anterioare între autoritățile aeronautice ale ambelor Părți Contractante.”

ARTICOLUL 8

1. Prezentul Protocol este parte integrantă al Acordului.
2. Interpretarea prezentului Protocol va fi în conformitate cu termenii și prevederile Acordului.
3. Prezentul Protocol va intra în vigoare în conformitate cu Articolul XII „AMENDAMENTE” al Acordului.

Drept pentru care reprezentanții subsemnați, fiind autorizați de Guvernele lor respective, au semnat prezentul Protocol.

Încheiat la Tel Aviv la "26 Iunie 2014 care corespunde zilei 28 Sivan al anului 5774 al calendarului ebraic, în două exemplare originale, în limbile moldovenească, ebraică și engleză, toate textele fiind egal autentice. În cazul apariției unor divergențe în interpretarea sau aplicarea prevederilor prezentului Protocol, textul în limba engleză va prevala.

Pentru Guvernul
Republicii Moldova



Pentru Guvernul
Statul Israel

