

**No. 2594**

**ITALY  
and  
TURKEY**

**Agreement (with annex) for the establishment and operation  
of regular air transport services. Signed at Ankara,  
on 25 November 1949**

*Official text: French.*

*Registered by the International Civil Aviation Organization on 30 June 1954.*

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**ITALIE  
et  
TURQUIE**

**Accord (avec annexe) pour l'établissement et l'exploitation de  
transports réguliers par la voie des airs. Signé à  
Ankara, le 25 novembre 1949**

*Texte officiel français.*

*Enregistré par l'Organisation de l'aviation civile internationale le 30 juin 1954.*

[TRANSLATION — TRADUCTION]

No. 2594. AGREEMENT<sup>1</sup> BETWEEN ITALY AND TURKEY  
FOR THE ESTABLISHMENT AND OPERATION OF  
REGULAR AIR TRANSPORT SERVICES. SIGNED AT  
ANKARA ON 25 NOVEMBER 1949

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The Government of the Republic of Italy and the Government of the Turkish Republic, desiring to conclude an agreement for the purpose of establishing, on a basis of reciprocity, regular air communications between Italy and Turkey, have agreed as follows :

*Article 1*

For the purposes of this Agreement and its Annex, unless the text otherwise requires :

(a) the term "aeronautical authorities" means :

In the case of Italy—

the Ministry of Defence—Air (*Direzione General dell' Aviazione Civile del Traffico Aereo*) or any person or body authorized to assume the functions at present exercised by it ;

In the case of Turkey—

the Ministry of Communications or any person or body authorized to assume the functions at present exercised by it ;

(b) the term "designated airline" means any airline which the aeronautical authorities of one Contracting Party have notified in writing to the aeronautical authorities of the other Contracting Party as the airline that it intends to designate in conformity with article 3 of this Agreement for the routes specified in such notification ;

(c) the term "territory" has the meaning assigned to it by article 2 of the Convention on International Civil Aviation signed at Chicago on 7 December 1944 ;<sup>2</sup>

(d) the definitions contained in paragraphs (a), (b) and (c) of article 96 of the Convention on International Civil Aviation signed at Chicago on 7 December 1944, are deemed to apply.

<sup>1</sup> Came into force on 10 February 1950 by an exchange of notes between the two Governments, in accordance with article 15 a.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 15, p. 295 ; Vol. 26, p. 420 ; Vol. 32, p. 402 ; Vol. 33, p. 352 ; Vol. 44, p. 346 ; Vol. 51, p. 336 ; Vol. 139, p. 469, and Vol. 178, p. 418.

*Article 2*

The Contracting Parties grant each other the right to establish the air services specified in the Annex to this Agreement. These services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the right is granted.

*Article 3*

(a) Each Contracting Party shall, subject to the provisions of article 9, grant the necessary operating permit to the airline or airlines designated by the other Contracting Party.

(b) Nevertheless, before being authorized to inaugurate the agreed services, such airlines may be called upon to furnish proof of qualification in accordance with the laws and regulations normally applied by the aeronautical authorities granting the operating permit.

(c) The Governments concerned may designate areas in which the establishment of an international air service shall be subject to the approval of the competent military authorities.

(d) Each Contracting Party shall designate one or more airlines to operate the agreed services, and shall determine the date on which those services shall be inaugurated.

*Article 4*

The Contracting Parties agree that :

(a) The capacity provided by the airlines of the Contracting Parties shall be adapted to traffic demands.

(b) The airlines designated by the Contracting Parties shall in the operation of common routes, take into account their mutual interests so as not to affect unduly their respective services.

(c) The services specified in the Annex<sup>1</sup> to this Agreement shall have as their primary objective the provision of capacity corresponding to the traffic demands between the country to which the airline belongs and the countries of destination.

(d) The right to pick up and set down, at the points specified in the Annex, international traffic destined for or coming from third countries shall be exercised in accordance with the general principles of orderly development to which the Italian and Turkish Governments subscribe and in such a manner that capacity shall be related to :

(1) traffic demands between the country of origin and the countries of destination ;

(2) the requirements of economic operation of the agreed services ;

<sup>1</sup> See p. 51 of this volume.

(3) the traffic demands of the areas through which the airline passes, after taking account of local and regional services.

*Article 5*

Rates shall be fixed at reasonable levels, regard being paid to economy of operation, reasonable profit and the characteristics of each service, such as speed and accommodation. The Italian and Turkish airlines shall to this end consult the airlines of third countries operating the same routes. Their arrangements shall be submitted to the competent aeronautical authorities of the Contracting Parties for approval. If the airlines are unable to reach agreement, those authorities shall endeavour to find a solution. In the last resort, the procedure provided in article 11 of this Agreement shall be applied.

*Article 6*

(a) The Contracting Parties agree that the charges imposed by either for the use of airports or other facilities by the airline or airlines of the other shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of one Contracting Party by or on behalf of an airline designated by the other Contracting Party and intended solely for use by the aircraft of such airline shall be accorded national or most-favoured-nation treatment with respect to inspection fees or other national duties or charges.

(c) All aircraft operated on the agreed services by the designated airline or airlines of one Contracting Party, and the fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board such aircraft shall be exempt, in the territory of the other Contracting Party, from customs duties, inspection fees and other national duties and charges, even though such supplies be used or consumed by or on such aircraft on flights in that territory.

*Article 7*

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still valid shall be recognized as valid by the other Contracting Party for the operation of the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by another State.

*Article 8*

(a) The laws and regulations of one Contracting Party relating to the entry into or departure from its territory of aircraft engaged in international air navigation, or to flight of such aircraft above its territory, shall be applied to aircraft of the airline or airlines of the other Contracting Party.

(b) The laws and regulations in force in the territory of one Contracting Party respecting the entry, stay and departure of passengers, crew or cargo, such as those relating to immigration, passports, customs, quarantine and control formalities generally, shall apply to passengers, crew or cargo carried by aircraft of the airlines of the other Contracting Party while within that territory.

*Article 9*

Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party or to revoke such a permit in any case where it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of either Contracting Party or where that airline fails to comply with the laws and regulations referred to in article 8 or to perform its obligations under this Agreement.

*Article 10*

Should either of the Contracting Parties consider it desirable to modify the terms of this Agreement or its Annex, it may request consultation between the aeronautical authorities of the two Contracting Parties, such consultation to take place within the sixty (60) days following the date of the request.

Any modifications agreed upon shall come into effect only after they have formed the subject of an exchange of diplomatic notes.

*Article 11*

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its Annex which cannot be settled by direct negotiation shall be referred for decision to an arbitral tribunal composed of three members; each Contracting Party shall appoint one member while the third shall be designated by the President of the Council of the International Civil Aviation Organization who shall select him from among those members of the panel of arbitrators maintained in accordance with the regulations of I.C.A.O. who are not nationals of either Contracting Party.

The dispute may also be referred by the two Contracting Parties for decision to a single arbitrator chosen by agreement between them.

The Contracting Parties undertake to comply with the arbitral awards which shall in all cases be considered as final.

*Article 12*

Either Contracting Party may at any time give notice to the other of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. This Agreement shall terminate one year after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement between the Parties before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

*Article 13*

The airlines designated by either Contracting Party may omit certain stops on a particular route ; nevertheless, they must notify the aeronautical authorities of the other Contracting Party thereof immediately unless the omission is merely exceptional.

*Article 14*

This Agreement and contracts connected therewith shall be registered with the International Civil Aviation Organization established under the Convention on International Civil Aviation signed at Chicago on 7 December 1944.

*Article 15*

(a) This Agreement shall come into force on a date to be determined, as soon as possible, by an exchange of notes between the two Governments.

(b) In a spirit of close collaboration the competent aeronautical authorities of the Contracting Parties shall consult together from time to time with a view to satisfying themselves that the principles laid down in the Agreement and its Annex are being applied and properly carried out.

(c) If a multilateral air convention comes into force with respect to the two Contracting Parties, they shall consult together with a view to bringing the provisions of this Agreement and its Annex into harmony with the terms of the said convention.

(d) Modification of the Annex to this Agreement may be made by agreement between the competent aeronautical authorities.

DONE in duplicate at Ankara, this 25th day of November 1949, in the French language.

For the Government of the Turkish Republic :  
F. Zihni AKDUR

For the Government of the Republic of Italy :  
Renato PRUNAS

## ANNEX

(a) The rights of transit and non-traffic stops in Turkish territory and the right to pick up and set down international traffic in passengers, mail and cargo at Istanbul and Ankara are granted on the following routes to the Italian airlines designated in accordance with this Agreement :

From Italy, directly via intermediate points, to Istanbul and Ankara and points beyond.

(b) Similarly, the rights of transit and non-traffic stops in Italian territory and the right to pick up and set down international traffic in passengers, mail and cargo at Rome and Milan are granted on the following routes to the Turkish airlines designated in accordance with this Agreement :

From Turkey, directly or via intermediate points, to Rome and Milan and points beyond.

(c) It is agreed that before putting a service into operation, each Contracting Party will notify the other Contracting Party, of the itinerary which it proposes for entry into and departure from the territory of that Contracting Party, which shall then indicate the exact points of entry and departure and the route to be followed over its territory.

(d) Nevertheless, it is expressly forbidden for the airlines of one Contracting Party to pick up, in the territory of the other Contracting Party, passengers, mail or cargo carried for remuneration of any kind and destined for another point in that territory (cabotage).

(e) The airlines designated by each Contracting Party in accordance with the terms of this Agreement and its Annex shall communicate to the other Contracting Party two weeks in advance the time-table and types of aircraft selected for the service.

Renato PRUNAS

F. Zihni AKDUR